

LIBER

526

526 PAGE 1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272543

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael P. Treanor d/b/a Treanor Cable Co.

Address 1193 Dorsey Rd., Harmens, MD 21077

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, NJ 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Burkeen B-30 Cable Plow, S/N-B30-730

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Michael P. Treanor 4/27/88
(Signature of Debtor)

Michael P. Treanor, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

BRUCE D. ARMSTRONG, Manager

(Signature of Secured Party)

Bruce D. Armstrong Mgr.
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 438

Page No. 262

Identification No. 238202

Dated June 3, 1981

1. Debtor(s)

Anne Arundel General Hospital

Name or Names—Print or Type

Franklin & Cathedral Sts., Annapolis, MD 21401

Address—Street No., City - County State Zip Code

2. Secured Party

Advance Business Systems and Supply Company

Name or Names—Print or Type

* 10755 YORK ROAD COCKEYSVILLE MD 21030

Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

*Address on original financing statement: 1953 Greenspring Drive,
Timonium, MD 21093

Dated:

4/18/88

Advance Business Systems & Supply Company

Name of Secured Party

Daniel T. Hunkler

Signature of Secured Party

Credit Manager

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

16.50

526 PAGE 3

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 441

Page No. 530

Identification No. 239605

Dated September 9, 1981

1. Debtor(s) Anne Arundel General Hospital (Finance Dept.)
Name or Names—Print or Type
Franklin & Cathedral Sts., Annapolis, MD 21401
Address—Street No. City—County State Zip Code
2. Secured Party Advance Business Systems and Supply Company
Name or Names—Print or Type
*10755 YORK ROAD COCKEYSVILLE MD 21030
Address—Street No. City—County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

*Address on original financing statement: 1953 Greenspring Drive,
Timonium, MD 21093



RECORDED FEE 10.00

POSTAGE .50

4044510 0745 401 709/89

04/27/88

Dated: 4/18/88

Advance Business Systems & Supply Company

Name of Secured Party

Daniel T. Randolph

Signature of Secured Party

Credit Manager

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 531

Identification No. 240386

Dated November 9, 1981

1. Debtor(s) Anne Arundel General Hospital (Finance Dept.)
Name or Names—Print or Type
Franklin & Cathedral Sts., Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party Advance Business Systems and Supply Company
Name or Names—Print or Type
* 10755 YORK ROAD COCKEYSVILLE MD 21030
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

*Address on original financing statement: 1953 Greenspring Drive,
Timonium, MD 21093



RECORD FEE 10.00

POSTAGE .50

RECEIVED 0345 201 109129

04/27/88

Dated: 4/18/88 Advance Business Systems & Supply Company
Name of Secured Party

Daniel J. Wenzel
Signature of Secured Party

Credit Manager
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

1050

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Franch and Jarashow PAAddress 111 Cathedral Street PO Box 827, Annapolis, Maryland 21404-0827

2. SECURED PARTY

Name United Bank & Trust Company of MarylandAddress 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772Attn: Ms. Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

5 Super Max Personal Computers, serial #'s 101823, 101892, 101897, 101901 and 101917 which include 360K floppy drive, 10MB hard drive, green mono monitor, serial parallel clock, monographics card and 84 key keyboard.
2 Hewlett Packard Desk Jet Printers, serials #'s 2805A26625 and 2805A26639.
3 A/B switchboxes with cables, 3 Word Perfect 5.0, 1 DOS 3.3.

RECORD FEE 11.00

RECORD TAX 19.00

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Franch and Jarashow PA

William A. Franch(Signature of Debtor)
William A. Franch, Pres.

Type or Print Above Signature on Above Line

Ronald H. Jarashow

(Signature of Debtor)

Ronald H. Jarashow, Sec./Treas.

Type or Print Above Signature on Above Line

UNITED BANK & TRUST COMPANY OF MARYLAND

Brenda J. Suchter

(Signature of Secured Party)

Brenda J. Suchter

Type or Print Above Name on Above Line

11
49-00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272520

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 35,000.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$245.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foy, Wayne F.

Address 842 Swift Road Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (If any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Wayne F. Foy

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

17
245
50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of April 1988 by and between
Wayne P. Fay, having his principal place of business at
342 SWALE ROAD, PASCAGO, MD 21126
Mortgagor and CREDIT ALLIANCE CORPORATION Mortgagee

WITNESSETH

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement and guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges, and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of any (i) more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A, and any one or more items that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagee will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/8 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage the Mortgaged Property and every part thereof is free and clear of all the liens and encumbrances of every kind, nature and description except any held by Mortgagee, and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of the Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of the Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon, with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 1 1/2 Avenue, New York, New York and CAC Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

A11151

1947-1948

Mortgage

Notes

STATE OF Maryland
COUNTY OF Prince George's

Wayne F. Roy

being duly sworn, deposes and says

DATE _____

22

to me personally will know

that being true, first, duly sworn and say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to execute said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 11, 1988 between the undersigned.

By: Way. F. Fay

STATE OF MARYLAND

526 PAGE 10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266036

RECORDED IN LIBER 508 FOLIO 107 ON 10 February, 1987 (DATE)

1. DEBTOR

Name Captain's Choice Marine, Inc.Address 1335 Route 178, P.O. Box 416, Crownsville, MD 21032

2. SECURED PARTY

Name Horizon CreditcorpAddress 7 East Frederick Place, Cedar Knolls, NJ 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION



Horizon Creditcorp

Dated 8/27/87
(Signature of Secured Party)Ronald B. Mayer, Vice President
Type or Print Above Name on Above Line

COPY FOR FILING OFFICE

Anne Arundel Co.

FINANCING STATEMENT

(Confirmation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land
☒ Financing Statement { Liber 471 Folio 513 File No. 251354

Date of Financing Statement March 20, 1984

NAME	ADDRESS			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
Earle's Moving & Storage Co., Inc.	P.O.	Box 739	1990 Maryland Pkwy.	Annapolis, Md. 21404
2. Secured Party (or assignee) F/K/A Suburban Bank				
SOVRAN BANK / MARYLAND Loan Documentation 6610 Rockledge Bethesda Md. 20817				

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RECORD FEE 10.00

4246840 CMAS 601 109457

04/27/89



Secured Party:

SOVRAN BANK / MARYLAND

Dated: April 13, 1988

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Comm'l Loan Operations Officer

CLERK FOR FILING OFFICER

FINANCING STATEMENT

~~(Continuation - Termination - Assignment - Partial Release)~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land ☒ Financing Statement
 Liber 494 Folio 222 File No. 260191
 Date of Financing Statement Jan 30, 1986

NAME	No.	Street	City	State
1. Debtor(s) (or assignor(s))				
Patron Communications of Maryland, Inc.	1811	George Avenue	Annapolis, MD.	21401

2. Secured Party (or assignee)
 SOVRAN BANK / MARYLAND 6610 Rockledge Drive, Bethesda, Maryland 20817

Formerly Known As Suburban Bank CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ~~XXX~~ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RECORD FEE 10.00

NEW-770 C343 R01 109139

04/27/88

BL
CLERK

Secured Party:

SOVRAN BANK / MARYLAND

Dated: April 8, 1988 19

By: Betty L Talbott

Type Name Betty L Talbott

Title Commercial Loan Operations Officer

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 247926 recorded in
Libel 463, Folio 233 on 6/28/83 at Anne Arundel County Md.
Date Location

1. DEBTOR(S):

Name(s) Arvid, Inc. T/A Havre de Grace Yacht Sales.

Address(es) 326 First Street Annapolis, Maryland 21403

2. SECURED PARTY:

Name The First National Bank of Maryland

Address 12 Office Street, Bel Air, Md. 21014

Maryland National Bank P.O. Box 17068, Baltimore, Maryland 21203 M/S 090159
Attn: A. Singh

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

First National Bank of Maryland

By

Ronald E. Leppo
RONALD E. LEPPU, V-Pres.

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)

Type name of each signature and if Company.
type name of Company and Name and Title of
Authorized Signer.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
Identifying File No. 526 PAGE 11

272521

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction, Inc.

Address 8111 Annapolis Junction Road Jessup, MD 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, P.O. Box 601

Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Caterpillar, Model 926E
Rubber Tired Loader w/ all Std.
White Page Options

Name and address of Assignor

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Corman Construction, Inc.

(Signature of Debtor)

WILLIAM G. COX
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

(Signature of Secured Party)

DEBRA J. MANDIA
Type or Print Above Signature on Above Line

IF SL

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

500 526 PAGE 15
Identifying File No. 872522

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Paving Corporation

Address 8111 Annapolis Junction Road, Jessup, MD 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, P.O. Box 601

Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New BLAW-KNOX Model PF-500
Paver w/ John Deere 6414D Diesel
Engine & accessories
Two (2) New DRESSER Model S3-5B Tandem
Rollers w/ Alarm & Std. Equipment

Name and address of Assessor

EQUIPMENT LOCATION: 8738 Vulcan Lane, Manassas, Virginia 22110

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

GENERAL PAVING CORPORATION

X [Signature]
(Signature of Debtor)

ARTHUR C. COX JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

Debra J. Mandia
(Signature of Secured Party)

DEBRA J. MANDIA
Type or Print Above Signature on Above Line

11/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Science Applications International Corporation

Address 1710 Goodridge Drive, McLean, VA 22102

2. SECURED PARTY

Name Xero Equipment Company

Address 1250 Old Gallows Road, Suite 101, Vienna, VA 22180

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Agent:
First Minnesota Savings Bank,
77 South 7th Street F.S.B.
Minneapolis, MN 55402

Master Lease Agreement No. 031588-1 by and between Xero Equipment Company and Science Applications International Corporation dated 3/23/88 together with equipment as defined in the attached Equipment Schedule.

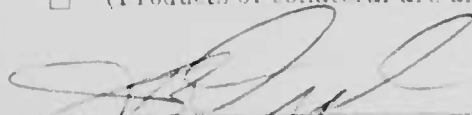
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

 3/23/88
(Signature of Debtor)


James Drake, VP

Type or Print Above Name on Above Line

Science Applications International
(Signature of Debtor) Corporation

Type or Print Above Signature on Above Line

11

 3/23/88
(Signature of Secured Party)

Christopher S. Miller

Type or Print Above Signature on Above Line
Xero Equipment Company

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF MD/City of Annapolis

TOTAL NUMBER OF SHEETS.....1.....

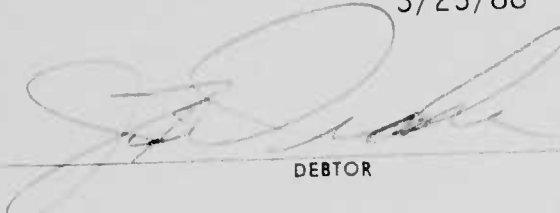
Location		Make/Model	Serial #
Annapolis	MD	295 Teletypewriter	H87-914882
Annapolis	MD	Monroe Copier	RL7352

S.A.I.C.

3/23/88

XERO EQUIPMENT C.

3/23/88


DEBTOR

V.P.


SECURED PARTY

1
SHEET No.

(1) Filing Officer Copy - Alphabetical

FORM UCC-E

526 PM 18

272521

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):		
1. Debtor(s) (Last Name First) and address(es) Signal Technologies Group, Inc. 71 Gentry Court P.O. Box 6309 Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) Storage Technology Corporation 2270 South 88th Street Louisville, Colorado 80028	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 2922 tape drive (evaluation unit) in contract C42330, see encl. This is not subject to recordation tax. We have been unable to obtain debtor's signature.		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: County of Anne Arundel, Annapolis, Maryland, 21401		

By: _____	Dwight C. Seeley
Signature(s) of Debtor(s)	By: <u>Dwight C. Seeley</u> for STC
	Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 37 STANDARD FORM - FORM UCC-1.



526 PGE 19

AGREEMENT FOR PURCHASE
OF PERIPHERAL PRODUCTSAGREEMENT NO. C42330 EFFECTIVE DATE August 14, 1986
TERM (MONTHS) 24

This Agreement is made and entered into by and between STORAGE TECHNOLOGY CORPORATION, a Delaware Corporation, having a place of business at 2270 South 88th Street, Louisville, Colorado 80028, acting herein as Agent on behalf of Storage Technology Corporation de Puerto Rico, Inc., Documation Incorporated de Puerto Rico, Storage Technology Products B.V., Storage Technology Corporation Documation and Storage Technology Corporation Optical Joint Venture for certain products manufactured in Puerto Rico, Ireland, Melbourne, Florida, and Longmont, Colorado, respectively, and as Seller herein for all other products (hereafter collectively referred to as "Seller") and SIGNAL TECHNOLOGIES GROUP having a place of business at P.O. BOX 6309
ANNAPOLIS, MARYLAND 21401

(hereafter referred to as "Buyer"). Buyer agrees to purchase and Seller agrees to sell Peripheral Products which include "Equipment Units" as listed in the attached Equipment Schedule ("Addendum A") and Spare Parts and cables as defined in Addendum B on the following terms and conditions:

1. TITLE AND RISK OF LOSS

Title and risk of loss to each Peripheral Product shall pass from Seller to Buyer at Seller's dock on the date of shipment from Seller's manufacturing facility.

2. SECURITY INTEREST

Seller reserves, until full payment is received, a purchase money security interest in each Equipment Unit and a security interest in all proceeds derived from the sale of Equipment Units until each Equipment Unit has been paid in full.

3. TAXES AND DUTIES

Buyer shall pay (or reimburse Seller) as a separate item, all taxes (exclusive of net income taxes) however designated, or amounts legally levied in lieu thereof, based on or measured by charges set forth in this Agreement, sales hereunder, the Peripheral Products or their use, or services provided hereunder, whether now or hereafter imposed under authority of a federal, state or local taxing jurisdiction.

4. SHIPPING AND DELIVERY

A. All prices for Peripheral Products are F.O.B. Seller's manufacturing facility. Shipping costs shall be at Buyer's expense. The method of shipment and packaging shall be in accordance with Seller's then current standards, consistent with the nature of the Peripheral Products and the hazards of transportation and handling. Buyer shall make all arrangements for pickup and shipping of any Peripheral Products supplied hereunder by a common carrier or Buyer's freight forwarding agent. If Buyer fails to make pickup and shipping arrangements, Seller may (but is not required to) do so, and Buyer agrees to pay Seller for any prepaid charges related thereto upon invoice by Seller.

B. All deliveries shall be made in accordance with delivery schedules to be mutually agreed upon, subject to Seller's then current lead times. Seller shall have no responsibility to make deliveries under this Agreement after it terminates; however, for orders placed prior to contract termination, Seller may elect to make delivery after the termination date.

5. INVOICES

Invoices for Peripheral Products shall be rendered upon shipment and payment shall be made in full to Seller thirty (30) days from the date of invoice. Remittance shall be made to the address shown on the face of each invoice. Invoices unpaid when due will accrue interest at a rate of two percent (2%) per month subject to applicable law. Seller may in its sole discretion withhold future shipments for failure to make prompt payment of invoices.

6. PURCHASE ORDERS

- A. Buyer shall order Peripheral Products during the term of this Agreement by submitting its purchase orders to Seller, which orders shall include (i) Seller's part, model or feature number, (ii) quantity requested, (iii) shipment dates requested, (iv) unit price, (v) shipping instructions, and (vi) reference to this Agreement. Partial shipments of purchase orders are allowed.
- B. Seller shall acknowledge acceptance of all such purchase orders by written notification to Buyer. The terms and conditions of this Agreement supersede and exclude all terms and conditions on Buyer's purchase orders, and such purchase orders shall be effective only to show the description, quantity, price and requested delivery schedule.
- C. Buyer may only order those Spare Parts identified from time to time by Seller for the Equipment Units covered herein. Subject to Addendum B, Spare Parts Discount Schedule, all charges for Spare Parts ordered under this Agreement shall be Seller's then current published Spare Parts prices.
- D. If requested, Seller will, following the expiration of this Agreement, provide Buyer with Spare Parts at Seller's published prices and terms then in effect for said parts by separate agreement.

7. RESCHEDULE

Buyer may defer delivery of up to a maximum of fifty percent (50%) of the number of Equipment Units on order, excluding Units previously deferred and those Units scheduled for delivery within the next sixty (60) days after the date the deferral request is received. An Equipment Unit may not be deferred more than sixty (60) days from the originally scheduled delivery date. In the event orders for deferred Units are subsequently cancelled, the original shipment date for such Units, rather than the date to which shipment was deferred, shall be used in the calculation of the cancellation charge.

8. EXCUSABLE DELAYS

- A. Seller shall not be liable for damages and have no responsibility of any kind or nature for any delay or failure in performance hereunder caused in whole or in part or arising out of causes beyond Seller's reasonable control including, but not limited to, acts of God or by public enemy, acts of sabotage, acts of any governmental authority in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, riots, accidents, strikes, lockouts, labor disputes, freight embargoes, delays of carriers or suppliers, fuel or energy shortages, and unusually severe weather.
- B. In the event of any delay or failure, the date or dates for Seller's performance of this contract shall be deemed extended for a period equal to the time of delay or failure.

9. LIMITATION OF REMEDIES

- A. Seller shall not be liable for any loss or damage caused by delay in furnishing Peripheral Products and services or in performing any other obligations under or pursuant to this Agreement.
- B. The sole and exclusive remedies for breach of any and all warranties and the sole remedies for Seller's liability of any kind (including strict liability and negligence) with respect to the Peripheral Products and services covered by this Agreement and all other performance by Seller under or pursuant to this Agreement shall be limited to the remedies provided in the Warranty Article (14) hereof.
- C. In no event, shall Seller's liability of any kind include any special, incidental or consequential damages, even if Seller shall have been advised of the possibility of such potential loss or damage. The liability of Seller arising out of the supplying of any Peripheral Product or its use, whether based upon warranty, contract, negligence or otherwise, shall not in any case exceed the original cost to Buyer of such Unit.

10. PATENTS

- A. Seller shall defend any suit or proceeding brought against Buyer based on a claim of a third party that the Equipment Unit, or any part thereof, furnished by Seller hereunder constitutes an infringement of any patent of the United States, provided that Seller is notified promptly in writing and given sole authority, information and assistance (at Seller's expense) for the defense and settlement of such suit or proceedings; and Seller will pay all damages and costs awarded against Buyer. In case the Equipment Unit, or any part thereof, is claimed to infringe such a patent and the use thereof is enjoined, or such injunction is in Seller's opinion likely, Seller shall, at its own expense and option, (i) procure for Buyer the right to continue using the Equipment, (ii) replace the same with a non-infringing product, (iii) modify it so it becomes non-infringing, or (iv) grant the Buyer a credit for such Equipment Unit in accordance with the then-applicable Seller depreciation policy and accept its return.
- B. Seller shall not be liable to Buyer hereunder if the patent infringement or claim thereof is based, in whole or in part, upon the use of the Equipment Unit in combination with equipment not delivered by Seller or in a manner for which the Equipment Unit was not designed, or where the Equipment Unit was modified by a party other than Seller so that it becomes infringing.

11. UTILIZATION OF EQUIPMENT UNITS

The Buyer represents that the Equipment Units purchased hereunder will be used by Buyer in the assembly of, and as a constituted part of, an integrated system for resale or lease to others. This representation is made for the sole purpose of enabling Seller to determine prices applicable to this Agreement.

12. INSPECTION AND ACCEPTANCE

Buyer may conduct, at its own expense, incoming acceptance tests to confirm that each Peripheral Product passes the acceptance or performance tests for such Peripheral Product as set forth in the specification referenced in this Agreement. The period for conducting such tests shall conclude thirty (30) days after receipt of each Peripheral Product, and all Peripheral Products shall be conclusively deemed accepted unless written notice of acceptance test failure is provided to Seller within the thirty (30) day period. In the event of such notice, Seller's obligation shall be limited to repair or replacement (at its option) of the non-conforming Peripheral Products.

13. SUBSTITUTION

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Notwithstanding the provisions of these general terms and conditions, prior to passage of title, Seller reserves the right to replace or substitute items of hardware and software comprising an Equipment Unit, provided that such replacement or substitution will not result in additional charges, will not adversely affect the performance of the Equipment and will not adversely affect the Equipment's maintenance or operational requirements.

14. WARRANTY

- A. Seller warrants for a period of twelve (12) months from the date of shipment that each Equipment Unit shown on the Equipment Schedule shall be free from defects in material and workmanship, subject to the following: (i) This warranty shall not apply to fuses, belts, bulbs, and other non-repairable preventive maintenance items (see appropriate Product Description Manual); (ii) Seller shall have no obligation hereunder to make repairs or provide replacements necessitated in whole or in part by catastrophe, fault or negligence of the Buyer or its Customers or Agents, improper or unauthorized use of the Equipment Unit, or use of the Equipment Unit in a manner for which it was not designed, or by causes external to the Equipment Unit such as, but not limited to, shipping damage, power failure or air conditioning failure; and (iii) Seller's sole obligation hereunder shall be to repair or replace any defective component at no charge to Buyer. Buyer shall provide labor for removal of the defective component and installation of its replacement, at no charge to Seller. Replacement components shall be shipped at Buyer's expense.
- B. Warranty claims hereunder must be made promptly in writing. Such claims shall recite the nature and details of the claim, the date the cause of the claim was first observed, and the Equipment Unit serial number. A copy of the claim must be attached to the defective component and sent to the Seller's manufacturing facility from which the related Equipment Unit was shipped. Defective components replaced under this warranty shall become the property of Seller.
- C. No warranty applies to Spare Parts and cables with the exception of Head Disk Assemblies (HDA's) when purchased as a Spare Part. HDA's purchased as Spare Parts will be warranted for twelve (12) months in accordance with paragraph 14.A.
- D. THE SELLER MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT UNITS, SPARE PARTS, CABLES, OR SERVICES TO BE SUPPLIED HEREBY. THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

15. PRICE ADJUSTMENTS (APPLIES TO AGREEMENTS WITH TERMS OF MORE THAN 12 MONTHS)

The prices stated on the Equipment Schedule (Addendum A) of this Agreement shall remain firm for all deliveries made during the first twelve (12) months. Thereafter, Seller may increase prices once per year not to exceed ten percent (10%). Price changes will be effective for deliveries originally scheduled to occur more than ninety (90) days after the notice of the change is given. In no event will the price charged exceed Seller's then current list price for the Equipment Units ordered.

16. CANCELLATION (Standard Equipment)

Buyer may, prior to the originally scheduled shipment date, cancel delivery of any standard Equipment Unit, provided that Seller receives written notice of such cancellation at least fifteen (15) days prior to the originally scheduled shipment date. Buyer shall pay an equipment cancellation charge as follows:

INTERVAL*	DAYS			
	15 - 30	31 - 60	61 - 90	Oyer 90
CHARGE (Percent)	25	10	5	0

*Between receipt of notice and originally scheduled shipment date.

Payment of cancellation charges shall be upon presentation of invoice in accordance with Article (5), Invoices.

17. GENERAL PROVISIONS

- A. This Agreement shall be governed by the laws of the State of Colorado.
- B. The occurrence of any one or more of the following events shall constitute default hereunder: If Buyer petitions for relief in any bankruptcy, insolvency, receivership or like proceedings, or if any involuntary petition should be filed against Buyer in such proceeding and the same not dismissed within thirty (30) days, or if Buyer makes an assignment for the benefit of creditors, or if Buyer defaults in the payment of any sum due under this Agreement, or if Buyer is otherwise in default under this Agreement. Upon default Seller may at its option immediately terminate this Agreement without notice and declare all monies and other obligations of the Buyer owed hereunder immediately due and payable and, to the extent permitted by law, Seller shall have the right:
- (1) to immediately retake possession of any Peripheral Products not paid for without any process of law, and, for such purpose, Seller may enter upon premises where the Peripheral Products not paid for may be located and remove same without being liable to Buyer; and
 - (2) to sell or otherwise dispose of all or any of the Peripheral Products not paid for, with the privilege of becoming the purchaser thereof, at public or private sale, for cash or credit, and without notice of its intention to do so or of its doing so (unless otherwise required by law), in which event Seller shall apply the cash proceeds from any sale or disposition, less all costs and expenses incurred in connection with the recovery, repair, storage and sale, against all monies owing by the Buyer to Seller. Buyer shall be responsible to Seller for any deficiency on any sale or disposition.

The above remedies, to the extent permitted by law, and exercisable at the discretion of Seller shall be deemed cumulative and may be exercised successively or concurrently.

Buyer's obligation to pay all charges which shall have accrued shall survive any termination of this Agreement. In addition, Seller's termination of this Agreement or such taking of possession shall be without prejudice to any other legal remedies Seller may have including, without limitation, all remedies with respect to the unperformed balance of this Agreement.

- C. Neither party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the written consent of the other party, provided, however, that a successor in interest by operation of law, assignment, purchase or otherwise of the entire business of Seller, shall acquire all interest of Seller. Seller shall be entitled to assign all or part of the payments under this Agreement, or sell the Peripheral Products (subject to Buyer's rights under this Agreement) to any person or organization in its own right or as agent or trustee. Any prohibited assignment shall be null and void.
- D. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- E. No action, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause has occurred.
- F. Notices and other communications by a party under this Agreement shall be given in writing by mail, postage prepaid, certified or registered, and addressed to the other party at its address shown on the first page of this Agreement, or to such other address as the other party may have designated by notice given in the manner required hereby. Notices also may be given by telex, provided written confirmation is given within twenty-four (24) hours. Mailed notices shall be deemed given upon mailing and telex notices shall be deemed given upon transmission.
- G. If any provision of this Agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall continue with the same effect as if such unenforceable or invalid provisions shall not have been inserted in this Agreement.
- H. It is expressly understood that in the event either party shall, on any occasion, fail to perform any term of this Agreement and the other party shall not enforce that term, the failure to enforce on a specific occasion shall not prevent enforcement on any other occasion.
- I. The headings and captions contained in this Agreement shall not be considered to be a part hereof for purposes of interpreting or applying this Agreement, but are for convenience only.
- J. THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL NEGOTIATIONS, CONVERSATION OR DISCUSSIONS HERETOFORE HAD BETWEEN THE PARTIES RELATING TO THIS AGREEMENT. BUYER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATION OR STATEMENT, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED HEREIN. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL AND SUPERSEDE IN THEIR ENTIRETY TERMS AND CONDITIONS OF ANY ORDER OR OTHER INSTRUMENT SUBMITTED BY BUYER.

ADDENDUM B
SPARE PARTS DISCOUNT SCHEDULE

AGREEMENT NO. C42330

<u>DELIVERY LEADTIME</u>	<u>PERCENT DISCOUNT</u>	<u>SURCHARGE</u>
Emergency Orders (Code "A")	0	\$100
2 through 7 weeks (Code "B")	0	None
8 through 11 weeks	20	None
12 through 15 weeks	30	None
16 weeks and over (Routine Order)	40	None

NOTES TO DISCOUNT SCHEDULE

1. Emergency Orders require special handling. Seller will respond as soon as possible depending on availability of parts ordered. Parts in stock will generally be shipped within 24-48 hours. If parts are not available in stock, Seller will continue emergency handling procedures to obtain and ship these parts. Quantities of parts ordered on an emergency basis must be limited to the actual requirements to relieve the equipment down situation. Emergency orders are limited to a maximum of 3 line items, 5 of each line item.
2. Orders with less than eight (8) weeks requested Delivery Leadtime will be accepted and shipped based on the availability of parts ordered. Seller will use expediting procedures to fulfill requirements for these priority orders.
3. In determining prices pursuant to the discount schedule, Delivery Leadtime is the time between receipt of an order by Seller and the shipment date requested on the order.
4. If a purchase order requests two or more separate deliveries of parts ordered therein or if inadequate Delivery Leadtime is provided, Seller may condition its acceptance of the order on revision of the shipment schedule.
5. A minimum charge of \$100 will be applicable to any order.
6. There are no discounts for purchases of HDA's or cables. HDA's and cables do not constitute Equipment Units, but may, nevertheless, be ordered hereunder to the extent generally available from Seller at Seller's then-current published prices.
7. A Spare Part designated by Seller as repairable may be returned for repair/replacement for a charge of thirty-five percent (35%) of the then current list price. Seller will, at its option, either repair or replace the part.
8. A one-time introductory Spare Parts order may be placed with a 50% discount. This order must be placed with Seller within 60 days of contract execution, must have a minimum order size of \$5,000 and must have a minimum delivery leadtime of 16 weeks.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE BUYER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF SELLER AT ITS PRINCIPAL PLACE OF BUSINESS.

ACCEPTED:

EXECUTED AND SUBMITTED FOR
ACCEPTANCE BY SELLER:

STORAGE TECHNOLOGY CORPORATION
(as Seller/Agent)

By Kenneth J. Pliska, Sr.
(Signature)

Kenneth J. Pliska, Sr.
(Print or Type Name)
Manager,
OEM Contracts and Administration
(Title)

SIGNAL TECHNOLOGIES GROUP, INC.
(Buyer)

By Thomas F. Norton
(Signature)

THOMAS F. NORTON
(Print or Type Name)
PRESIDENT AND CHIEF EXECUTIVE OFFICER
(Title)

The following documents are attached and form a part of this Agreement:

- ☒ Addendum A: Equipment Schedule
- ☐ Provisional ☒ Stair-step
- ☒ Addendum B: Spare Parts Discount Schedule
- ☐ Addendum C: Agreement for Protection of Confidential Information
- ☐ Addendum D: Agreement for Stortech Licensed Programs
- ☐ Addendum E: Special T's/C's for Optical Media Unit

272525

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es): B. DALTON COMPANY 7505 METRO BOULEVARD MINNEAPOLIS, MN. 55435 #1294	2. Secured Party(ies) and address(es): CHARTER FINANCIAL, INC. ONE ROCKEFELLER PLAZA NEW YORK, NY. 10020	For Filing Officer (Date, Time, Number, and Filing Office):
4. This financing statement covers the following types (or items) of property: VARIOUS EQUIPMENT AS MORE FULLY DESCRIBED ON ATTACHED SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF. EQUIPMENT LOCATED AT: B. DALTON #898 MARLEY STATION - SP. #A-107 7900 RITCHIE HIGHWAY GLEN BURNIE, MARYLAND 21067		5. Assignee(s) of Secured Party and Address(es): PK Finans International Corp 545 Steamboat Road Greenwich, Ct. 06830 #10939
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: <i>Amherst Co.</i>
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		
B. DALTON COMPANY		CHARTER FINANCIAL, INC.
By <i>[Signature]</i> Signature(s) of Debtor(s)	By <i>[Signature]</i> Signature(s) of Secured Party(ies) Title	

(1) Filing Officer Copy-Alpha

2.25

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 1 OF 55

LEASE # -

LESSOR: CHARTER FINANCIAL, INC. 526 PAGE 28
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: 10/1/87

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC.

EQUIPMENT LOCATED:

Eight (8) T-3 Econo Table
Two (2) T-4 Econo Table

B. DALTON #13
3925 W. 96TH TERRACE
PRAIRIE VILLAGE, KS. 66208

One (1) G-3T Gondola
One (1) T-3 Econo Table

B. DALTON #96
7000 CROSSROADS BLVD.
OKLAHOMA CITY, OK. 73149

One (1) C-8L Info Desk
Eleven (11) T-3 Econo Table

B. DALTON #922
TOWN CENTER AT COBB
400 ERNEST BARRETT STE. 305
KENNESAW, GA. 30144

Two (2) C-6 Info Unit No Back
Two (2) S-3 Step
Eleven (11) T-3 Table

B. DALTON #924
GWINNETT PLACE
2100 PLEASANT HILL ROAD
DULUTH, GA. 30136

Two (2) S-2 Corner Step
One (1) S-3 Step
Two (2) T-3 Economy Table
Four (4) T-2D Table Top Display
One (1) T-3D Table Top Display

B. DALTON #967
151 ROSEDALE CENTER
1595 W. HIGHWAY 36
ROSEVILLE, MN. 55113

Three (3) SWS-IR Feature Display Step

B. DALTON #981
2-B-225 SW PLAZA
8501 W. BOWLES AVENUE
LITTLETON, CO. 80123

Three (3) KNOGO Covers
Four (4) JUNIOR Desk
Four (4) TYPING Trolley
Four (4) FILE Cabinet

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92123

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 KETRO BOU' 'ARD
MINNEAPOLIS, MN 55435

PAGE 2 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

526 PAGE 29

DATED: _____

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC. Pg. 2

EQUIPMENT LOCATED:

One (1) C-6 Info Shelf W/Square Back
One (1) C-7 Microfiche Stand
One (1) C-8R Info Desk
Three (3) WM-2 Magazine Rack
Two (2) S-3 Display Step
Eleven (11) T-3 Economy Table
Two (2) T-30 Table Top Display
Two (2) C-1 Register Unit
Two (2) C-2 Service Unit
Two (2) C-3 Merchandising Unit
One (1) C-36 Merchandising Unit
Two (2) C-2C Service Unit W/Shelves
One (1) C-6 Panel W/90 DEG Brkts
Nine (9) T-2 Econo Table
One (1) GL Gate Latch
One (1) GP Gate Post
Three (3) 90 DG 90 Degree Bracket
One (1) Gte Gate
(26) WAD14-6 V-32 Prt Lam Strps
Two (2) WAD14-6 V-32 Prt Sheets 4x8
One (1) S-3 Step
One (1) S-2 Corner Display
Eight (8) T-2D Special T-2D

B. DALTON # 193
2362 PLYMOUTH MTG. HALL
500 GERMANTOWN PIKE
PLYMOUTH MTG., PA. 19462

One (1) G-4T Gondola
Two (2) WM-2 Mag Rack
Ten (10) C-48 Slatwall
Two (2) C-96 Trim Strips
Two (2) S-3 Step
Four (4) T-3 Econo Table
Eight (8) T-4 Econo Table

B. DALTON #455
SHEPARD MALL
2708 VILLA PROMENADE
OKLAHOMA CITY, OK. 73107

Four (4) JR DSK Junior Desk
One (1) TYP TRL Typing Trolley
One (1) CAB File Cabinet

B. DALTON #952
#25 FASHION SQUARE
13928 RIVERSIDE DRIVE
SHERMAN OAKS, CA. 91423

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 3 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC. Pg. 3

EQUIPMENT LOCATED:

One (1) S-1C Feature Step
Three (3) S-4 Step
Four (4) T-3 Econo Table
Three (3) T-4 Econo Table
Two (2) C-1 Reg Unit
Two (2) C-2 Serv Unit
One (1) C-3 Merch Unit
One (1) C-4 Cashwrap Storage
One (1) C-5 Cart
One (1) C-7 Microfiche Unit
One (1) C-2C CW Unit W/Shelves

B. DALTON #105
HAMPTON SQUARE MALL
1415 CENTER ROAD
ESSEXVILLE, MI. 48732

Two (2) S-3 Step
One (1) T-CB Calendar Base
One (1) C-3 Merch Unit
One (1) C-3R Right Hand Merch Unit
One (21) T-2 Economy Table
One (1) C-6 Info Shelf w/ Square Back
One (1) S-4 Step
One (1) T-3 Econo Table

B. DALTON # 923
BAYSIDE MARKETPLACE
401 BISCAYNE BLVD. #N-226
MIAMI, FL. 33132

Three (3) "Port" Kadgo Covers
(21) C-96 Trim Strips
Four (4) 24"x48" Junior Desk
One (1) 18"x28" Typing Trolley
One (1) 23"x23" File

B. DALTON #944
BANNISTER MALL-STE. 38B
KANSAS CITY, MO. 64137

Four (4) JR. DSK. 24x48 Gold Oak
Four (4) TROLLEY 18x28 Gold Oak
Four (4) FILE CAB 23x23 Gold Oak
(23) C-48 Slatwall
(300) GLDGR SC Golddigger Screw
One (1) SWS-1R Port Sftware Step
One (1) SWS-1L Port Sftware Step

B. DALTON #945
PRESTONWOOD TOWN CENTER
5301 BELTLINE RD-STE. 2185
DALLAS, TX. 75240

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOY VARD
MINNEAPOLIS, MN 55435

PAGE 44 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

526 PAGE 31

SCHEDULE "A"

BY: MERCHANDISING PICTURES, INC.

Pg. 4

EQUIPMENT LOCATED:

One	(1)	S-1 Feature Step
Two	(2)	S-3 Step Display
Fourteen	(14)	T-3 Econo Table
Two	(2)	T-3D Table Top Display
Two	(2)	C-1 Register Unit
Two	(2)	C-2 Unit
One	(1)	C-2 Relamination
One	(1)	C-3 Merch Unit
Two	(2)	C-3L Merch Unit
One	(1)	C-4 Storage Unit
One	(1)	C-6 Info Shelf
Two	(2)	C-7 Microfiche Unit
One	(1)	C-8R Info Desk
One	(1)	C08R Relamination
Two	(2)	S-2 Corner Step
Five	(5)	S-3 Step
Three	(3)	S-4 Step
Five	(5)	T-3 Econo Table
Eight	(8)	T-4 Econo Table
Two	(2)	T-2D Table Top Display
Two	(2)	T-3D Table Top Display
Four	(4)	C-1 Register Unit
One	(1)	C-1F Register Unit Filler
Four	(4)	C-2 Service Unit
Four	(4)	C-3L Merch Unit
One	(1)	C-6 Info Unit
One	(1)	C-8R Info Desk
One	(1)	C-9 Info Platform
Three	(3)	C-96 Trim Strips
Two	(2)	GTE Gate
Four	(4)	PANELS For 2 Reg Pod
Two	(2)	GTE Posts
Four	(4)	LANE Markers
One	(1)	MAG RACK w/2 Cantilever Brkts
Fifteen	(15)	T-3 Econo Table
Four	(4)	C-2C Cashwrap Unit
Two	(2)	GATE Special Size
Two	(2)	C-48F S Side Beige Slatwall
Fifteen	(15)	C-96 Trimstrip

B. DALTON #31
250 OXMOOR CENTER
7900 SHELBYVILLE RD.
LOUISVILLE, KY. 40222

B. DALTON #238
SOUTHLAND CENTER
23000 EUREKA RD.
TAYLOR, MI. 48186

B. DALTON #48
ASHEVILLE MALL
#3 SOUTH TUNNEL ROAD
ASHEVILLE, NC 28805

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, ~~CONTINUED~~ BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL' RD
MINNEAPOLIS, MN 55435

PAGE 5 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 32

DATED: _____

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC.

Pg. 5

EQUIPMENT LOCATED:

Three	(3)	G-4T Gondola
Eight	(8)	G-42 Gondola
Seven	(7)	G-62 Gondola
Two	(2)	Corner Step
Three	(3)	S-3 Step
One	(1)	S-4 Step
One	(1)	R-1 Receiving Table
Five	(5)	T-3 Economy Table
One	(1)	T-4 Economy Table
One	(1)	T-2D Table Top Display
Two	(2)	T-3D Table Top Display
Four	(4)	C-1 Register Display
Three	(3)	C-1F Register Well Filler
One	(1)	C-2 Service Unit
Three	(3)	C-3 Merch Unit
One	(1)	GTE Gate
One	(1)	C-2C Special Cashwrap Unit
Two	(2)	C-7 Microfiche Stand
Six	(6)	D14-6 Port Std 10- $\frac{1}{2}$ x96
Six	(6)	D14-6 Port Std 8- $\frac{1}{2}$ x96
Six	(6)	D48-6 Thistle Std 9- $\frac{1}{2}$ x96
	(140)	WA 1530-6 Beige 1-3/16x96 V32

B. DALTON #229
LAKESIDE CENTER
14600 LAKESIDE CIRCLE
STERLING HTS., MI. 48078

One	(1)	MAG RACK Custom Size 35 $\frac{1}{2}$ " long
One	(1)	G-3T Gondola
Two	(2)	S-2 Gondola
Two	(2)	S-2 Corner Step
Eight	(8)	S-3 Step
Two	(2)	S-4 Step
Two	(2)	WM-2 Magazine Rack
Five	(5)	C-48 Slatwall
One	(1)	C-2C Beige Cashwrap/Adjustable Shelves
One	(1)	C-48F Slatwall Finished
Two	(2)	C-96 Corner Trim Strips

B. DALTON #40
WARD PARKWAY CENTER
8600 WARD PARKWAY
KANSAS CITY, MO. 64114

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOUY WARD
MINNEAPOLIS, MN 55435

PAGE 6 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 33

DATED: _____

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC. Pg. 6

EQUIPMENT LOCATED:

(512) V-32 WA1530-6 Beige Lam

B. DALTON #943
STRATFORD SQUARE
818 STRATFORD SQUARE
BLOOMINGDALE, IL. 60108

One	(1)	G-4T Gondola
Three	(3)	G-6T Gondola
Seven	(7)	G-32 Gondola
Four	(4)	G-62 Gondola
One	(1)	S-1 Feature Step
Two	(2)	S-3 Step
One	(1)	R-1 Rec Table
One	(1)	R-2 Storage Table
Thirteen	(13)	T-3 Econo Table
Two	(2)	T-3D Table Top Display
Two	(2)	C-1 Reg Unit
Two	(2)	Serv Unit
One	(1)	C-3 Merch Unit
One	(1)	C-4 Stor Unit
One	(1)	C-5 Cart
One	(1)	C-7 Microfiche Stand
One	(1)	C-8L Info Desk
Three	(3)	WM-Z Mag Rack
One	(1)	T-4 Econo Table
Two	(2)	C-48 Slatwall
Four	(4)	Trim Strips
One	(1)	Special Step Display
One	(1)	Slatwall Box

B. DALTON #898
MARLEY STATION
7900 RICHIE HIWAY A107
GLEN BURNIE, MD. 21061

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU 'ARD
MINNEAPOLIS, MN 55435

PAGE 7 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC. 526 31
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: A J & M ASSOCIATES

EQUIPMENT LOCATED:

One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #941
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	CLAYPOOL CENTER-SP. #C-10 110 W. WASHINGTON ST. INDIANAPOLIS, IN. 46204
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #942
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	026 VALLEY RIVER CENTER EUGENE, OR. 97401
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #944
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	BANNISTER MALL SP. #38-B 5600 E. BANNISTER ROAD KANSAS CITY, MO. 64137
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #945
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	PRESTONWOOD TOWN CENTER 5301 BELT LINE ROAD DALLAS, TX. 75240
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #946
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	TRUMBULL SHOPPING PARK-#1119 5065 MAIN STREET TRUMBULL, CT. 06611
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #948
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	FRESNO FASHION FAIR 591 EAST SHAW ROAD FRESNO, CA. 93710
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #952
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	13928 RIVERSIDE DRIVE #25 FASHION SQUARE SHERMAN OAKS, CA. 91423
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #953
One	(1)	15/75-R 15"x75-Gx2000+/Film Roll	8314-B ON THE MALL BUENA PARK MALL BUENA PARK, CA. 90620
One	(1)	16SV 16" Impulse Bar Sealer Kit W/HG	B. DALTON #955
One	(1)	15/75-R 15"x75-G Shrink Film Roll	283 HORTON PLAZA SAN DIEGO, CA. 92123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOUL' Wd
MINNEAPOLIS, MN 55435

PAGE 8 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: A J & M ASSOCIATES Pg. 2

EQUIPMENT LOCATED:

One (1) 16SV 16" Impulse Bar Sealer Kit W/HG
One (1) 15/75-R 15"x75-Gx2000+/Film Roll

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 WEST BOWLES AVENUE
LITTLETON, CO. 80123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUY AVE
MINNEAPOLIS, MN 55435

PAGE 9 OF 55
BOOK 526 PAGE 36 LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: FIT-ALL PRICING CORP.

EQUIPMENT LOCATED:

EACH STORE LISTED BELOW HAS THE SAME CATALOG #/DESCRIPTION AS FOLLOWS:
CATALOG # 4-1-571-0350-001 - DESCRIPTION: MOLDING 35" for 3/4" SHKLP
QUANTITY ORDERED/QUANTITY SHIPPED IS LISTED IN PARENTHESIS @ LEFT OF STORE ADDRESS.

(320) B. DALTON #941
CLAYPOOL CENTRE SP. #C-10
110 WEST WASHINGTON ST.
INDIANAPOLIS, IN. 46204

(400) B. DALTON #942
026 RIVER VALLEY CENTER
EUGENE, OR. 97401

(490) B. DALTON # 944
BANNISTER MALL SP. #38-B
5600 E. BANNISTER RD.
KANSAS CITY, MO. 64137

(250) B. DALTON #946
TRUMBULL SHOPPING PARK-#1119
5065 MAIN STREET
TRUMBULL, CT. 06611

(500) B. DALTON #948
FRESNO FASHION FAIR
591 EAST SHAW ROAD
FRESNO, CA. 93710

(325) B. DALTON #952
#25 FASHION SQUARE
13928 RIVERSIDE DRIVE
SHERMAN OAKS, CA. 91423

(325) " " "

...continued ...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 10 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: FIT-ALL PRICING CORP. Pg. 2

(400) B. DALTON #953
8314-B ON THE MALL
BUENA PARK MALL
BUENA PARK, CA. 90620

(500) B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92101

(600) B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 WEST BOWLES AVE.
LITTLETON, CO. 80123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 11 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: HAGEN OFFICE EQUIPMENT, INC.

EQUIPMENT LOCATED:

One	(1)	HWA-IIE APPLE IIE CPU E7065GZ	B. DALTON # 941
Two	(2)	HWA-5.25 Disk Drive KE20287/KE2085	CLAYPOOL CENTER SP. #C-10
One	(1)	HWA-5.25 AK Disk Dr Assy Kit IIE	110 W. WASHINGTON ST.
One	(1)	HWA-E COLMON Color Monitor IIE T034304	INDIANAPOLIS, IN. 46204
One	(1)	HW2-IIESRLCD Super Serial Card	
One	(1)	CPP-IW2 ImageWriter II Printer 07361988	
One	(1)	HWU-CABLE8P 8 Pin Peripheral Cable	
Two	(2)	HWA-IIE Apple IIE CPU E7024PJ/E7064H7	B. DALTON #942
Four	(4)	HWA-5.25 Disk Drive KE20300/KEA9179 KEG6845 & KEG6846	026 VALLEY RIVER CENTER EUGENE, OR. 97401
Two	(2)	HWA-5.25AK Disk Drive Assy Kit IIE	
Two	(2)	HWA-E COLMON Color Monitor IIE T032228/T032133	
Two	(2)	HW2-IIESRLCD Super Serial Card	
Two	(2)	CPP-IW2 ImageWriter II Printer 0735014/0790953	
Two	(2)	HWU-CABLEBP 8 Pin Peripheral Cable	
Two	(2)	HWA-IIE Apple IIE CPU E7041CN/E7065GW	B. DALTON #948
Four	(4)	HWA-5.25 Disk Drive KE92826/KE20311 KEG6807 & KEG6808	FRESNO FASHION FAIR 591 EAST SHAW ROAD FRESNO, CA. 93710
Two	(2)	HWA-5.25 AK Disk Dr Assy Kit IIE	
Two	(2)	HWA-E COLMON Color Monitor IIE T038550/T032163	
Two	(2)	HW2-IIESRLCD Super Serial Card	
Two	(2)	CPP-IW2 ImageWriter II Printer 0734469	
Two	(2)	CPP-IW2 ImageWriter II Printer	
Two	(2)	HWU-CABLE8P 8 Pin Peripheral Cable	
One	(1)	HWA-IIE Apple CPU E7064H3	B. DALTON #952
Two	(2)	HWA-5.25 Disk Dr KE20298/KE20288	#25 FASHION SQUARE
One	(1)	HWA-5.25AK Disk Dr Assy Kit IIE	13928 RIVERSIDE DRIVE
One	(1)	HWA-E COLMON Color Monitor IIE T036426	SHERMAN OAKS, CA. 91423
One	(1)	HW2-IIESRLCD Super Serial Card	
One	(1)	CPP-IW2 ImageWriter II Printer 0733476	
One	(1)	HWU-CABLE8P 8 Pin Peripheral Cable	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL VLD
MINNEAPOLIS, MN 55435

PAGE 12 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: HAGEN OFFICE EQUIPMENT, INC. Pg. 2

EQUIPMENT LOCATED:

One	(1)	AP2-64 Apple IIe CPU-128k E7020KU	B. DALTON #946
One	(1)	AP-COLMON Color Monitor IIe T036803	TRUMBULL SHOPPING PARK-#1119
One	(1)	AP-5.25P Apple Disk Drive KE17114	5065 MAIN STREET
One	(1)	AP-5.25P Apple Disk Drive KE17216	TRUMBULL, CT. 06611
One	(1)	AP-5.25 Disk Drive Accessory Kit	
One	(1)	AP-SRLCD Super Serial Card	
One	(1)	AP-IW2 Imagewriter II 0693477	
One	(1)	AP2-IWC Printer 8 Pin Cable	
One	(1)	AP2-64 Apple IIe CPU-128k E7023FA	
One	(1)	AP-5.25P Disk Drive KE17208	
One	(1)	AP-5.25P Disk Drive KE17207	
One	(1)	AP-COLMON2 Color Monitor IIe T012702	
One	(1)	AP-SRLCD Super Serial Card	
One	(1)	AP-IW2 Imagewriter II 0667125	
One	(1)	AP2-IWC Printer 8 Pin Cable	
Two	(2)	AP2-64 Apple IIe Cpu-128k E7020EK/E7023BB	B. DALTON #953
Two	(2)	AP-5.25P Disk Drive KE45567/KE45568	BUENA PARK MALL
Two	(2)	AP-5.5P Apple 5.25 Drive KE45569/KE45570	8314-B ON THE MALL
Two	(2)	AP-COLMON2 Color Mon. IIe T018290/T018281	BUENA PARK, CA. 90620
Two	(2)	AP-SRLCD Super Serial Card	
Two	(2)	AP-IW2 Imagewriter II 0667955/0666408	
Two	(2)	AP2-IWC IIe Printer 8 Pin Cable	
Two	(2)	AP2-64 Apple IIe CPU-128k E7023AK/E7020E5	B. DALTON #955
Two	(2)	AP-5.25P Disk Drive KE5567/KE5565	283 HORTON PLAZA
Two	(2)	AP-5.25P Disk Drive KE5564/KE4553	SAN DIEGO, CA. 92123
Two	(2)	AP-COLMON2 Color Monitor T018303/T018300	
Two	(2)	AP-SRLCD Super Serial Card	
Two	(2)	AP-IW2 Imagewriter II 0667963/0667961	
Two	(2)	AP2-IWC IIe Printer 8 Pin Cable	
Two	(2)	AP2-64 Apple IIe CPU-128k E7020KK/E7042C6	B. DALTON #981
Four	(4)	AP-5.25P Disk Drive KE52962/KE52961 KE92793 & KE92794	2-B-225 SOUTHWEST PLAZA
Two	(2)	AP-5.25PAK Disk Drive Assy Kit	8501 WEST BOWLES AVE.
Two	(2)	AP-COLMON2 Color Monitor IIE T021790/T019516	LITTLETON, CO. 80123
Two	(2)	AP-SRLCD Super Serial Card	
Two	(2)	AP-IW2 Imagewriter II 0735156/0733370	
Two	(2)	AP2-IWC IIe Printer 8 Pin Cable	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL VLD
MINNEAPOLIS, MN 55435

PAGE 13 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 40

DATED: _____

SCHEDULE "A"

BY: EQUIPTO

EQUIPMENT LOCATED:

One (1) 9316 Ofc.Gray/VGR Rack End 2x8
Two (2) 1018D52KD VG Rack 2x5x8 Med Dy

B. DALTON #941
CLAYPOOL CENTRE-SP C-10
110 WEST WASHINGTON ST.
INDIANAPOLIS, IN. 46204

Two (2) 1018D62KD VG Rack 2x6x8 Med Dy
One (1) 9316 OFC Gray VGR Rack End

B. DALTON #942
026 RIVER VALLEY CENTER
EUGENE, OR. 97401

Three (3) 62-6 KD Ofc Gray I G Shelving

B. DALTON #946
TRUMBULL SHOPPING PARK-#1119
5065 MAIN STREET
TRUMBULL, CT. 06611

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 14 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: LOZIER STORE FIXTURES

EQUIPMENT LOCATED:

Eight	(8)	SSU18084N Open Upright Assy	B. DALTON #362
	(24)	SS318S Storage Shelf	MOORESTOWN MALL
Four	(4)	SSX36072 SS Crossbrace	ROUTE 38 & LENOLA RD.
One	(1)	SSHR318 Hang Rod Assembly	MOORESTOWN, NJ. 08507
Three	(3)	SSU12084P GLV Storage Shelvuprite Assy/Clsd 12Dx84H	B. DALTON #944
Two	(2)	SSBP36084U Back Assembly	BANNISTER MALL SP 38B
Fourteen	(14)	SS312S Storage Shelf/Std Duty 36Wx12D 1GR	5600 E. BANNISTER RD.
Six	(6)	SS324S Storage Shelf/Std Duty 36Wx24D 1 GR	KANSAS CITY, MO. 64137
One	(1)	MC1121 Utility Drawer W/Lock PLT	
Three	(3)	SSU12036P Storage Shelvuprite Assy/Clsd 12Dx36H GLV	
Three	(3)	SSU12084P Storage Shelvuprite Assy/Clsd 12Dx84H GLV	
Two	(2)	SSBP36084U Back Assembly	
Twenty	(20)	SS312S Storage Shelf/Std Duty 36Wx12D 1GR	
One	(1)	SS1311 Stor Shel Back-to-Back Connector GLV	
Three	(3)	SSU24036N Storage Shelvuprite Assy/Open 12Dx36H GLV	
Six	(6)	SSU12084P Storage Shelvuprite Assy/Closed 12Dx84H	B. DALTON #921
Four	(4)	SSBP36084U Back Assembly	RIDGMAR MALL SP. #N-3
Forty	(40)	SS312S Storage Shelf/Std Duty 36Wx12D 1 GR	1774 GREEN OAKS ROAD
Six	(6)	SSU12036P Storage Shelvuprite Assy/Clsd 12Dx36H GLV	PORT WORTH, TX. 76116
One	(1)	SS1771 Storshelving Back-to-Back Screws 36/Bag	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULVARD
MINNEAPOLIS, MN 55435

PAGE 15 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 42

DATED: _____

SCHEDULE "A"

BY: UNISTRUT CORPORATION

EQUIPMENT LOCATED:

One (1) 87-SW-0942-18 Space Frame Kit

B. DALTON #942
026 RIVER VALLEY CENTER
EUGENE, OR. 97401

One (1) 87-SW-0946-05 Space Frame Kit

B. DALTON #946
TRUMBULL SHOPPING PARK-#1119
5065 MAIN STREET
TRUMBULL, CT. 06611

One (1) 87-SW-0948-17 Space Frame Kit

B. DALTON #948
FRESNO FASHION FAIR
591 EAST SHAW
FRESNO, CA. 93710

One (1) 87-SW-0953-15 Space Frame Kit

B. DALTON #953
8314-B ON THE MALL
BUENA PARK MALL
BUENA PARK, CA. 90620

One (1) 87-SW-0955-10 Space Frame Kit

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92123

One (1) 87-SW-0967-38 Space Frame Kit

B. DALTON #967
151 ROSEDALE CENTER
1595 W. HIGHWAY 36
ROSEVILLE, MN. 55113

One (1) 87-SW-0981-10 Space Frame Kit

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 WEST BOWLES AVE.
LITTLETON, CO. 80123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU VARD
MINNEAPOLIS, MN 55435

PAGE 142 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC. 526
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GENERAL OFFICE PRODUCTS CO.

EQUIPMENT LOCATED:

Four (4) XXXVIGDIR Viking Chairs #4000/Char. Grey
One (1) XXXVIGDIR Adj. Desk Chair

B. DALTON #944
BANNISTER MALL SP.#38B
5600 E. BANNISTER RD.
KANSAS CITY, MO. 64137

Four (4) XXXVIGDIR Viking Chair #4000/Char. Grey
One (1) XXXVIGDIR Adj. Desk Chair

B. DALTON #945
PRESTONWOOD TOWN CTR.
5301 BELTLINE RD.-STE. 2183
DALLAS, TX. 75240

Five (5) XXXVIGDIR Viking Chairs #4000/Char. Grey
One (1) XXXVIGDIR Adj. Desk Chair

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92123

Five (5) XXXVIGDIR Viking Chairs/Char. Grey
One (1) Adj. Desk Chair

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 WEST BOWLES AVE.
LITTLETON, CO. 80123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU 'ARD
MINNEAPOLIS, MN 55435

PAGE 17 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC. 528 ONE 44
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: BUSINESS LAND CENTER

EQUIPMENT LOCATED:

One (1) 100 69377 4385597 IBM MOD 089 XT 20MB
One (1) 220 2287 1448683 IBM Color Display
One (1) 165 265 IBM Color Card
One (1) 170 76554 TECMR Bosun 1/0 S/P
One (1) 135 92353 06014970 Epson FX 286E
One (1) 200 1768 Parallel to IBM 6FT
One (1) 430 52746 BL1200 I MDM W/CTK
One (1) 335 69518 IBM DOS 3.2
One (1) 111 65144 F6511A7 MacIntosh Plus
One (1) 231 65151 Ext Disk Drive 800K
One (1) 201 65169 MAC+ SYS per 8 Cble
One (1) 131 58479 0760490A9 Imagewriter II

B. DALTON #942
026 VALLEY RIVER CENTER
EUGENE, OR. 97401

One (1) 100 69377 4076839 IBM Mod 089 XT 20MB
One (1) 220 2287 1237819 IBM Color Display
One (1) 165 265 IBM Color Card
One (1) 170 76554 TECMR Bosun I/O S/P
One (1) 135 92353 12011914 Epson FX 286E
One (1) 200 1768 Parallel to IBM 6FT
One (1) 430 52746 6208 BL1200 I MDM W/CTK
One (1) 335 69518 IBM DOS 3.2
One (1) 111 65144 F70942F MacIntosh Plus
One (1) 231 65151 EXT Disk Drive 800K
One (1) 201 65169 MAC+ SYS Per-8 Cble
One (1) 131 58479 A9M0320 Imagewriter II

B. DALTON #943
818 STRATFORD SQUARE
BLOOMINGDALE, IL. 60108

One (1) 111 65144 F709426 MacIntosh Plus
One (1) 131 58479 0661616 Imagewriter II
One (1) 231 65151 Ext Disk Drive 800K
One (1) 201 65169 MAC+ SYS per-8 Cble
One (1) 915 51201 Del/Dock/1-5 Units
One (1) 100 69377 A391388 IBM MOD 089 XT 20MB
One (1) 135 92353 02000269 Epson FX 286E
One (1) 165 65029 BL Color Plus Card
One (1) 200 1768 Parallel to IBM 6FT
One (1) 220 2287 1460704 IBM Color Display
One (1) 335 69518 IBM DOS 3.2
One (1) 430 72926 1200B W/SCOM 1/2BD

B. DALTON #946
TRUMBULL SHOPPING PARK-#1119
5065 MAIN STREET
TRUMBULL, CT. 06611

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULV RD
MINNEAPOLIS, MN 55435

PAGE 18 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: BUSINESSLAND CENTER Pg. 2

EQUIPMENT LOCATED:

One (1) 100 69377 4313058 IBM MOD 089 XT 20MB
One (1) 220 2287 1382153 IBM Color Display
One (1) 165 265 IBM Color Card
One (1) 170 76554 TECMR Bosun I/O S/P
One (1) 135 92353 08032642 Epson FX 286E
One (1) 200 1768 Parallel to IBM 6FT
One (1) 430 52746 BL1200 I MDM W/CTK
One (1) 335 69518 IBM DOS 3.2
One (1) 111 65144 F7145LY MacIntosh Plus
One (1) 231 65151 EXT Disk Drive 800K
One (1) 201 65169 MAC+ SYS per-8 Cble
One (1) 131 58479 0672128 Imagewriter II
One (1) 915 51201 Del Dock 1-5 Units

B. DALTON #948
FRESNO FASHION FAIR
591 EAST SHAW ROAD
FRESNO, CA. 93710

One (1) 100 69377 IBM MOD 089 XT 20MB
One (1) 220 2287 IBM Color Display
One (1) 165 265 IBM Color Card
One (1) 170 76554 TECMR Bosun I/O S/P
One (1) 200 1768 Parallel to IBM 6FT
One (1) 430 52746 BL1200 I MDM W/CTK
One (1) 335 69518 IBM DOS 3.2
One (1) 111 65144 MacIntosh Plus
One (1) 231 65151 EXT Disk Drive 800K
One (1) 201 65169 MAC+ SYS per 8 Cble
One (1) 131 58479 Imagewriter II

B. DALTON #953
BUENA PARK MALL
8314-B ON THE MALL
BUENA PARK, CA. 90620

One (1) 100 69377 IBM MOD 089 XT 20MB
One (1) 220 2287 IBM Color Display
One (1) IBM Color Card
One (1) 170 76554 TECMR Bosun I/O S/P
One (1) 200 1768 Parallel To IBM 6FT
One (1) 135 92353 EPSON FX 286E
One (1) 430 52746 BL1200 I MDM W/CTK
One (1) 335 69518 IBM DOS 3.2
One (1) 111 65144 MacIntosh Plus
One (1) 231 65151 EXT Disk Drive 800K
One (1) 201 65169 MAC+ SYS Per 8 Cble
One (1) 131 58479 Imagewriter II

B. DALTON #945
PRESTONWOOD TOWN CENTRE
5301 BELTLINE RD. #2183
DALLAS, TX. 75240

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULVARD
MINNEAPOLIS, MN 55435

PAGE 19 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: BUSINESSLAND CENTER Pg. 3

EQUIPMENT LOCATED:

One	(1)	100 69377 IBM MOD 089 XT 20MB
One	(1)	220 2287 IBM Color Display
One	(1)	165 265 IBM Color Card
One	(1)	170 76554 RECMR Bosun I/O S/P
One	(1)	135 62893 FX-286 Printer
One	(1)	200 1768 Parallel To IBM 6FT
One	(1)	430 52746 BL1200 I MDM W/CTK
One	(1)	335 69518 IBM DOS 3.2
One	(1)	111 65144 MacIntosh Plus
One	(1)	231 65151 EXT Disk Drive 800K
One	(1)	131 58479 Imagewriter II
One	(1)	930 65110 DIN8/DIN8 SER Cbl

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92101

One	(1)	100 69377 IBM MOD 089 XT 20MB
One	(1)	220 2287 IBM Color Display
One	(1)	165 265 IBM Color Card
One	(1)	170 76554 TECMR Bosun I/O S/P
One	(1)	135 92353 EPSON FX 286E
One	(1)	200 1768 Parallel to IBM 6FT
One	(1)	430 52746 BL1200 I MDM W/CTK
One	(1)	355 69518 IBM DOS 3.2
One	(1)	231 65151 EXT Disk Drive 800K
One	(1)	201 65169 MAC+ SYS Per 8 Cble
One	(1)	131 58479 Imagewriter II
One	(1)	111 65144 MacIntosh Plus

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 WEST BOWLES
LITTLETON, CO. 80123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435 526 PAGE 47

PA 20 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: THE COLUMBUS SHOW CASE CO.

EQUIPMENT LOCATED:

One (1) 83407 PW 30x72 Receiving Table

B. DALTON #362
MOORESTOWN MALL
RT 38 & LENOLA RD.
MOORESTOWN, N.J. 08507

One (1) 83407 PW 30x72 Receiving Table

B. DALTON #921
RIDGMAR MALL, SP #N-3
1774 GREEN OAKS RD.
FT. WORTH, TX. 76116

(318) B83120 BD 6- $\frac{1}{2}$ x36 Shelf Assembly

B. DALTON #110
WASHINGTON SQUARE
9720 SW WASHINGTON SQ.
PORTLAND, OR. 97223

Sixty (60) 6- $\frac{1}{2}$ x26-44 ADJ Shelf

B. DALTON #898
MARLEY STATION SP #A-107
7900 RITCHIE HWY.
GLEN BURNIE, MD. 21067

One (1) 83407 PW 30x72 Receiving Table

B. DALTON #922
400 ERNEST W BARRETT PKWY
SUITE 305
KENNESAW, GA. 30144

(110) 83120 6- $\frac{1}{2}$ x36 Metal Shelf Assy.

B. DALTON #209
PENN CAN MALL
5775 S. BAY RD.
CLAY, NY. 13041

One (1) 83407 PW 30x72 Receiving Table

B. DALTON #924
GWINNETT PL. STE. 356
2100 PLEASANT HILL RD.
DELUTH, GA. 37136

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMP/
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

P. 21 OF 55
LEASE #

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED:

SCHEDULE "A"

BY: THE COLUMBUS SHOW CASE CO.

Pg. 2

EQUIPMENT LOCATED:

(230) 83120 6-1/2x36 Metal Shelf Assy.
One (1) 83407 PW 30x72 Receiving Table
One (1) 83472-04 BD Wall Panel 24x120x3/4
Two (2) 83473-02 W-26/44 ADJ Wall Unit 120"
Four (4) 83473-05 44" Alum T Mold Pnl Retainer
Two (2) BD 119 UPR Sub Assy R/H
Two (2) 29118 BD 119 UPR Sub Assy L/H
Two (2) 83482-01 1/2 119x8-114 Divider Panel
Six (6) 83473-35 W-26/44 W. Bak Pnl 40x44
Three (3) 83462-02 W-1R End Panel Assy 120"
Three (3) 29117BD 119 UPR Sub Assy R/H
Two (2) 83463-02 W-1L End Panel Assy 120"
Two (2) 29118 BD 119 UPR Sub Assy L/H
Eleven (11) 83464-36 BD Cornice Board (10FT) WA14-6
One (1) 83465-02 W-8RR Corn Assy R/H WA D14-6
One (1) W-8RR Corn Assy L/H WA D14-6
Eleven (11) P1100-01 Putnam 120 Track Section 83402
Fourteen (14) 29120 106-1 2 Top & Bottom Channel
Fourteen (14) 83476-01 2x4x120 Lower Furring Strip
Fourteen (14) 83476-04 2x4x120 Upper Furring Strip
Thirteen (13) 83468-03 W-36 10'H Wall Unit Assy
Thirteen (13) 29117 BD 119 UPR Sub Assy R/H
Thirteen (13) 29118 BD 119 UPR Sub Assy L/H
Thirteen (13) 83482-01 1/2 119x8-114 Divider Panel
Seven (7) 83468-04 W-36S 10'H Wall Unit W/Slat. WL
Seven (7) 29117 BD 119 UPR Sub Assy R/L
Seven (7) 29118 BD 119 UPR Sub Assy L/H
Seven (7) 83482-01 1/2 119x8-114 Divider Panel
Ten (10) 28417 Stationary Corn Brk
One (1) 83471-02 W-90 Corner Filler Assy 120"
One (1) 29117 BD 119 UPR Sub Assy R/H
One (1) 29118 BD 119 UPR Sub Assy L/H
Eight (8) P1100-2 Ladder Rail End Cap
Two (2) P1099-02 Rolling Ladder W/9" Top Shelf
One (1) 83205-01 BD Box of Insta. Hdware (1985)

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 22 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 49

DATED: _____

SCHEDULE "A"

BY: THE COLUMBUS SHOW CASE CO.

Pg. 3

EQUIPMENT LOCATED:

	(29)	29120 106-1 2 Top & Bot. Chnl.	B. DALTON #229
	(29)	83476-01 2x4x120 Lower Furring Strip	LAKESIDE CENTER
	(29)	83476-04 2x4x120 Upper Furring Strip	14600 LAKESIDE CIRCLE
	(53)	83468-03 W-36 10'H Wall Unit Assy	STERLING HTS., MI. 48078
	(53)	29117 BD 119 UPR Sub Assy R/H	
	(53)	29118 BD 119 UPR Sub Assy L/H	
	(53)	83482-01 1/2 119x8-114 Divider Panel	
Sixteen	(16)	83468-04 W-36S 10'H Wall Unit W/Slat. WL	
Sixteen	(16)	29117 BD 119 UPR Sub Assy R/H	
Sixteen	(16)	29118 BD 119 UPR Sub Assy L/H	
Sixteen	(16)	83482-01 1/2 119x8-114 Divider Panel	
Two	(2)	83471-02 W-90 Corner Filler Assy 120"	
Two	(2)	29117 BD 119 UPR Sub Assy R/H	
Two	(2)	29118 BD 119 UPR Sub Assy L/H	
Four	(4)	83473-02 W-26/44 ADJ Wall Unit 120"	
Eight	(8)	83473-05 44" Alum T Mold Pnl Retainer	
Four	(4)	29117 BD 119 UPR Sub Assy R/H	
Four	(4)	29118 BD 119 UPR Sub Assy L/H	
Four	(4)	83482-01 1/2 119x8-114 Divider Panel	
Twelve	(12)	83473-35 W-26/44 W. Bak Pnl 40x44	
Seven	(7)	83462-02 W-1R End Panel Assy 120"	
Seven	(7)	29117 BD 119 UPR Sub Assy R/H	
Seven	(7)	83463-02 W-1L End Panel Assy 120"	
Seven	(7)	29118 BD 119 UPR Sub Assy L/H	
	(26)	83464-36 BD Cornice Board (10FT) WA14-6	
Two	(2)	83465-02 W-8RR Corn Assy R/H WA D14-6	
One	(1)	83466-02 W-8RR Corn Assy L/H WA D14-6	
	(26)	P1100-01 Putnam 120 Track Section 83402	
Eight	(8)	P1100-02 Ladder Rail End Cap	
Five	(5)	P1099-02 Rolling Ladder W/9" Top Shelf	
One	(1)	83205-01 BD Box of Insta. Hdware (1985)	
Fifty	(50)	83474 6-1/2x26-44 ADJ Shelf	
	(72)	83135-01 6-1/2x36 Rein Bottom Wall SH	
	(180)	83124 6-1/2x48 Metal Shelf Assy	
	(770)	83120 6-1/2x36 Metal Shelf Assy	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

F Y 23 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

526 PAGE 50

SCHEDULE "A"

BY: THE COLUMBUS SHOW CASE CO.

Pg. 4

EQUIPMENT LOCATED:

	(22)	83473-05 44" Alum T Mold Pnl Retainer
Eleven	(11)	29117 BD 119 UPR Sub Assy R/H
Eleven	(11)	29118 BD 119 UPR Sub Assy L/H
Eleven	(11)	83482-01 1/4 119x8-114 Divider Panel
	(33)	83473-35 W-26/44 W. Bak Pnl 40x44
Twelve	(12)	83462-02 W-1R End Panel Assy 120"
Twelve	(12)	29117 BD 119 UPR Sub Assy R/H
Eleven	(11)	83463-02 W1L End Panel Assy 120"
Eleven	(11)	29118 BD 119 UPR Sub Assy L/H
Eleven	(11)	83464-36 BD Cornice Board (10FT) WA14-6
Six	(6)	83465-02 W-8RR Corn Assy R/H WA D14-6
Five	(5)	83466-02 W-8 RR Corn Assy L/H WA D14-6
Eleven	(11)	P1100-01 Putnam 120 Track Section 83402
	(44)	P1100-02 Ladder Rail End Cap
Six	(6)	P1099-02 Rolling Ladder W/9" Top Shelf
Thirteen	(13)	29120 106-1 2 Top & Bottom Channel
Thirteen	(13)	83476-01 2x4x120 Lower Furring Strip
Thirteen	(13)	83476-04 2x4x120 Upper Furring Strip
Eight	(8)	83468-03 W-36 10'H Wall Unit Assy
Eight	(8)	29117 BD 119 UPR Sub Assy R/H
Eight	(8)	29118 BD 119 UPR Sub Assy L/H
Eight	(8)	83482-01 1/4 119x8-114 Divider Panel
Twelve	(12)	83468-04 W-36S 10'H Wall Unit W/Slat. WL
Twelve	(12)	29117 BD 119 UPR Sub Assy R/H
Twelve	(12)	29118 BD 119 UPR Sub Assy L/H
Twelve	(12)	83482-01 1/4 119x8-114 Divider Panel
One	(1)	28417 Stationary Corn Brk
One	(1)	83472-04 BD Wall Panel 24x120x3/4
One	(1)	83407 PW 30x72 Receiving Table
Eleven	(11)	83473-02 W-26/44 ADJ Wall Unit 120"
One	(1)	83205-01 BD Box of Insta Hdware (1985)
	(530)	83120 6-1/4x36 Metal Shelf Assy
Twenty	(20)	83135-01 6-1/4x36 Rein Bottom Wall SH

B. DALTON #923
BAYSIDE MARKETPLACE
401 BISCAYNE BLDG. STE. N226
MIAMI, FL. 33132

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 NITRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 24 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC. 526 PAGE 51
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: THE COLUMBUS SHOW CASE CO. Pg. 5

EQUIPMENT LOCATED:

Eight	(8)	29120 106-1 2 Top & Bottom Channel	B. DALTON #945
Eight	(8)	83476-01 2x4x120 Lower Furring Strip	PRESTONWOOD TOWN CENTER
Eight	(8)	83476-04 2x4x120 Upper Furring Strip	5301 BELTLINE RD. STE. 2183
Twelve	(12)	83468-03 W-36 10'H Wall Unit Assy	DALLAS, TX. 75240
Twelve	(12)	29117 BD 119 UPR Sub Assy R/H	
Twelve	(12)	29118 BD 119 UPR Sub Assy L/H	
Twelve	(12)	83482-01 1/2 119x8-114 Divider Panel	
Six	(6)	83468-04 W-36S 10'H Wall Unit W/Slat. WL	
Six	(6)	29117 BD 119 UPR Sub Assy R/H	
Six	(6)	29118 BD 119 UPR Sub Assy L/H	
Six	(6)	83482-01 1/2 119x8-114 Divider Panel	
Five	(5)	28417 Stationary Corn Brk	
Two	(2)	83462-02 W-1R End Panel Assy 120"	
Two	(2)	29117 BD 119 UPR Sub Assy R/H	
Two	(2)	83463-02 W-1L End Panel Assy 120"	
Two	(2)	29118 BD 119 UPR Sub Assy L/H	
Six	(6)	83464-36 BD Cornice Board (10FT) WA14-6	
Two	(2)	83465-02 W-8RR Corn Assy R/H WA D14-6	
Two	(2)	83466-02 W-8 RR Corn Assy L/H WA D14-6	
Eight	(8)	P1100-01 Putnam 120 Track Section 83402	
Eight	(8)	P1100-02 Ladder Rail End Cap	
Two	(2)	P1099-02 Rolling Ladder W/9" Top Shelf	
One	(1)	83205-01 BD Box of Insta. Hdware (1985)	
	(360)	83120 6-1/2x36 Metal Shelf Assy	
Twenty	(20)	83135-01 6-1/2x36 Rein Bottom Wall SH	
Two	(2)	29117 BD 119 UPR Sub Assy R/H	
Two	(2)	29118 BD 119 UPR Sub Assy L/H	
Four	(4)	83473-05 44" Alum T Mold Pnl Retainer	
Two	(2)	83473-02 W-26/44 ADJ Wall Unit 120"	
Two	(2)	83482-01 1/2 119x8-114 Divider Panel	
Six	(6)	83473-35 W-26/44 W. Bak Pnl 40x44	
One	(1)	83462-02 W-1R End Panel Assy 120"	
One	(1)	29117 BD 119 UPR Sub Assy R/H	
One	(1)	29118 BD 119 UPR Sub Assy L/H	
One	(1)	83463-02 W-1L End Panel Assy 120"	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU RD
MINNEAPOLIS, MN 55435

PAGE 25 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

526 PAGE 52

DATED: _____

SCHEDULE "A"

BY: THE STORE KRAFT MANUFACTURING CO.

EQUIPMENT LOCATED:

Two	(2)	Pint 102/Plan C 3"x40" Beige Pnl (SRC) W/Door Stop Post	B. DALTON #13 PRAIRIE VILLAGE SHOPPING CTR. 3925 WEST 69TH TERRACE PRAIRIE VILLAGE, KS. 66208
Two	(2)	Pint 103/Plan D 3/4x23 1/2 x34 Gate Cst of Ptbd c/w (1530-6 beige)	
Two	(2)	BD-1011-01BI Plan E Trim Corner 3/4x3/4x96 (C-96)	
Two	(2)	Pint 105 Panel Slatwall 3/4"x48"x66"	
Two	(2)	Pint 106 Panel Slatwall 3/4"x48x39	
Two	(2)	Pint 107 Bxs. Security Screens	
	(23)	BD4005-01BI Gondola, Book Disp (G-62) 27x72 7/8x69	
Two	(2)	BD4013-01BI Display Triangular Step 24x24x40 (S-2)	
Six	(6)	BD-4014-01BI Displayer (4) Step Book 24x36x40 (S-3)	
One	(1)	BD 4016 01BI Table Econo. 24x24x33 (T-2)	
Ten	(10)	BD 4036-01BI Table Econo 36x36x33 (T-3)	
Five	(5)	BD 4020-02BI Table Econo 36x48x33 (T-4)	
Two	(2)	BD 4019-02BI Display, Table Top 12x24x7 (T-2D)	
Four	(4)	BD 4019-01BI Display Table top 12x36x7 (T-3D)	
Four	(4)	BD 1000-01BI Unit Cashwrap register (C1) 24x24x38	
One	(1)	BD-1025-01BI Wrapwell Filler 23-5/32x22-3/8x4 (C-1F)	
Four	(4)	BD-1001-01BI Cashwrap Service Unit 24x24x38 (C-2)	
Four	(4)	BD 1002-01BI Filler/LH Cor. Cshwrp, 23 1/2 x24x38 (C-3L)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C-7)	
One	(1)	BD 4004-02BI Gondola Bk/Dsply. 27x37 7/8x69 (G-32)	
	(17)	BD 4001-01BI Gondola Book Display (G-4) 27x48-7/8x69	B. DALTON #48 ASHEVILLE MALL #3 SOUTH TUNNEL ROAD ASHEVILLE, NC. 28805
Nine	(9)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	
Three	(3)	BD 4004-01BI Gondola Book Disp (G-42) 27x48-7/8x69	
One	(1)	BD 4005-01BI Gondola Book Disp 27x72-7/8x69 (G-62)	
Two	(2)	BD-4013-01BI Disp. Triangular Step 24x24x40 (S-2)	
One	(1)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
One	(1)	BD 1001-01BI Cashwrap Service unit (C-2) 24x24x38	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 KETRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 26 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: THE STORE KRAFT MANUFACTURING CO. Pg. 2

EQUIPMENT LOCATED:

Eight	(8)	BD 4004-02BI Gondola Book Display (G-32) 27x36-7/8x69	B. DALTON #96 7000 CROSSROADS BLVD. OKLAHOMA CITY, OK. 73149
Four	(4)	BD-4002-01BI Gondola Book Display (G-6T) 27x72-7/8x69	
Nine	(9)	BD 4005-01BI Gondola Bk.Disp (G-62) 27x72-7/8x69	
One	(1)	BD 4017-01BI Displayer (4) Step (S1) 24-3/4x93x57 45 DEG	
Three	(3)	BD-4014-01BI Displayer (4) Step Book 24x36x40 (S-3)	
One	(1)	BD 4016-01BI Table Econo 24x24x33 (T-2)	
Twelve	(12)	BD 4036-01BI Table Econo 36x36x33 (T-3)	
Four	(4)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
Three	(3)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
One	(1)	BD 1025-01BI Wrapwell Filler 23-5/32x22-3/8x4 (C-1F)	
Three	(3)	BD-1001-01BI Cashwrap Service Unit (C-2) 24x24x38	
One	(1)	BD 1012-01BI Filler Cashwrap Msde.Unit 24x24x38 (C-3)	
One	(1)	BD-1002-01BI Filler LH/Corner Cashwrap 23 1/2x24x38 (C-3L)	
One	(1)	BD 1004-01BI Cashwrap Storage Unit 48x48x57 (C-4)	
One	(1)	BD 1006-01BI Cashwrap, Info Shelf Unit 12x39-19/32x48 (C-6)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C-7)	
One	(1)	BD 1009-01BZ Platform Info 56x72x3-1/8 (C-9)	
One	(1)	BD 1008-01BI Desk Info (RH) 24x72x38 (C-8R)	
Four	(4)	BD 4004-02BI Gondola Book Disp. (G-32) 27x36-7/8x69	B. DALTON #209 PENN CAN MALL PENN CAN MALL 5775 SOUTH BAY ROAD CLAY, NY. 13041
One	(1)	BD 4000-02BI Book Disp (G-3T) 27x36-7/8x69 (Z=33-13/16)	
One	(1)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
Seven	(7)	BD 4005-01BI Gondola Book Disp (G-62) 27x72-7/8x69	
One	(1)	BD 4017-01BI Displayer (4) Step (S1) 24-3/4x93x57 - 45 DEG	
Two	(2)	BD 4014-01BI Displayer (4) Step Book 24x36x40 (S3)	
Ten	(10)	BD 4036-01BI Table Economy 36x36x33 (T3)	
Two	(2)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
Two	(2)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
One	(1)	BD 1012-01BI Filler Cashwrap Msde Unit 24x24x38 (C3)	
One	(1)	BD 1004-01BI Cashwrap Storage Unit 48x48x57 (C4)	
One	(1)	BD-1007-01BI Stand Microfiche 12x12x5 (C7)	
One	(1)	BD 1013-01BI Desk Information LH-24x71-3/8x38 (C-8L)	
Two	(2)	Bd 4005-01BI Gondola Book Disp (G-62) 27x72-7/8x69	

AND ALL ADDITIONS, ^{continued} SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU ARD
MINNEAPOLIS, MN 55435

PAGE 27 OF 55
LEASE 1

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: THE STORE KRAFT MANUFACTURING CO. Pg. 3

EQUIPMENT LOCATED:

Eight	(8)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	B. DALTON #362 MOORESTOWN MALL ROUTE 38 & LENOLA RD. MOORESTOWN, NJ. 08507
One	(1)	BD 4000-02BI Gondola Book Disp (G-3T) 27x36-7/8x69 (Z=33-13/16)	
Three	(3)	BD 4002-01BI Gondola Bk/Disp (G-6T) 27x72-7/8x69	
	(18)	BD 4005-01BI Gondola Bk/Disp (G-62) 27x72-7/8x69	
One	(1)	BD 4017-01BI Disp/(4) Step (S1) 24-3/4x93x57 45 DEG	
Two	(2)	BD 4014-01BI Disp/(4) Step Bk/24x36x40 (S3)	
Seven	(7)	BD 4016-01BI Table Econo 24x24x33 (T2)	
Eight	(8)	BD 4036-01BI Table Econo 36x36x33 (T-3)	
Two	(2)	BD 4020-02BI Table Econo 36x48x33 (T4)	
Three	(3)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
One	(1)	BD 1025-01BI Wrapwell Filler 23-5/32x22-3/8x4 (C-1F)	
Three	(3)	BD 1001-01BI Cashwrap Service Unit (C-2) 24x24x38	
One	(1)	BD 1012-01BI Filler Cashwrap Msde/unit 24x24x38 (C3)	
One	(1)	BD 1002-01BI Filler/LH Corner Cashwrap 23 1/2x24x38	
One	(1)	BD 1004-01BI Cashwrap Storage Unit 48x48x57 (C4)	
One	(1)	BD 1005-01BI Cart Cashwrap 18x36x38 (C-5)	
One	(1)	BD 1006-01BI Cashwrap Info Shlv/Unit 12x39-19/32x48 (C6)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	
One	(1)	BD 1008-01BI Desk Info/RH 24x72x38 (C-8R)	
One	(1)	BD 1009-01BZ Platform Info 56x72x3-1/8 (C9)	
Four	(4)	BD 4004-02BI Gondola Book Disp. (G-32) 27x36-7/8x69	B. DALTON #922 TOWN CENTER @ COBB 400 ERNEST BARRET #305 KENNESAW, GA. 30144
One	(1)	BD 4000-01BI Gondola Book Disp. (G-4T) 27x48-7/8x69 (Z=45-13/16)	
Three	(3)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
Nine	(9)	BD 4005-01BI Gondola Book Disp/(G-62) 27x72-7/8x69	
One	(1)	BD 4017-01BI Displayer (4) Step (S1) 224-3/4x93x57 45 DEG	
Two	(2)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
Two	(2)	BD 1000-01BI Unit Cashwrap Register (C-1) 24x24x38	
Two	(2)	BD 1001-01BI Cashwrap Service Unit (C2) 24x24x38	
One	(1)	BD 1012-01BI Filler Cashwrap Msde. Unit 24x24x38 (C3)	
One	(1)	BD 1005-01BI Cart Cashwrap 18x36x38 (C5)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 28 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: THE STORE KRAFT MANUFACTURING CO. Pg. 4

EQUIPMENT LOCATED:

Four	(4)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	B. DALTON #921 RIDGMAR MALL SP. #N-3 1774 GREEN OAKS ROAD FORT WORTH, TX. 76116
One	(1)	BD 4000-02BI Gondola Book Disp (G-3T) 27x36-7/8x69H (Z=33-13/16)	
One	(1)	BD 4000-01BI Gondola Book Disp (G-4T) 27x48-7/8x69 (Z=45-13/16)	
Twelve	(12)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
One	(1)	BD 4017-01BI Displayer (4) Step (S1) 24-3/4x93x57 45 DEG	
Two	(2)	BD 4014-01BI Displayer (4) Step Book 24x36x40 (S3)	
Twenty	(20)	BD 4036-01BI Table Econo 36x36x33 (T3)	
Two	(2)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
Two	(2)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
Two	(2)	BD 1001-01BI Cashwrap Service Unit (C2) 24x24x38	
One	(1)	BD 1012-01BI Filler Cashwrap Mdse Unit 24x24x38 (C3)	
One	(1)	BD 1004 01BI Cashwrap Storage Unit 48x48x57 (C4)	
One	(1)	BD 1005-01BI Cart Cashwrap 18x36x38 (C5)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C-7)	
One	(1)	BD 1013-01BI Desk Info/LH 24x71-3/8x38 (C-8L)	
One	(1)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	B. DALTON #941 CLAYPOOL CENTRE #C-10 110 W. WASHINGTON ST. INDIANAPOLIS, IN. 46204
Nine	(9)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
Five	(5)	BD 4016-01PB Table Econo 24x24x33 (SWT-2)	
Fifty	(50)	BD 4026-01WI Display/Stacker Box 18x22x6 (A-SWSB-W)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	
Eleven	(11)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	B. DALTON #981 2-B-225 SOUTHWEST PLAZA 8501 W. BOWLES AVE. LITTLETON, CO. 80123
One	(1)	BD 4015-01BI Gondola Lighted Mag. 24x72-3/4x69 (SWG6-2)	
Twelve	(12)	BD 4026-01W1 Display/Stacker Box 18x22x6 (A-SWSB-W)	
One	(1)	BD 1005-01BI Cart Cashwrap 18x36x38 (C5)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL
MINNEAPOLIS, MN 55435

PAGE 29 OF 55
LEASE #

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: 526 PAGE 56

SCHEDULE "A"

BY: THE STORE KRAFT MANUFACTURING CO. Pg. 5

EQUIPMENT LOCATED:

Ten	(10)	BD 4004-02BI Gondola Book Display (G-32) 27x36-7/8x69	B. DALTON #923 BAYSIDE MARKET PLACE 401 BISCAYNE BLVD. #N226 MIAMI, FL. 33132
Two	(2)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
Eleven	(11)	BD 4005-01BI Gondola Book Disp (G-62) 27x72-7/8x69	
Three	(3)	BD 4013-01BI Display Triangular Step 24x24x40 (S2)	
One	(1)	BD 4019-02BI Display Table Top 12x24x7 (T-2D)	
One	(1)	BD 4019-01BI Display Table Top 12x36x7 (T-3D)	
Two	(2)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
One	(1)	BD 1025-01BI Wrapwell Filler 23-5/32x22-3/8x4 (C-1F)	
Two	(2)	BD 1001-01BI Cashwrap Service Unit (C-2) 24x24x38	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	
One	(1)	BD 1008-01BI Desk Info/RH 24x72x38 (C-8R)	
One	(1)	BD 4015-01BI Gondola Lighted Magazine 24x72-3/4x69 (SWG6-2)	
Two	(2)	BD 1003-01BI Filler/RH Corner Cashwrap 23x24x38 (C-3R)	
One	(1)	WAIF-102 1/16x4x40 1530-6 Beige HPL	
One	(1)	BD 1000-01BI Unit Cashwrap Register (C1) 24x24x38	
Ten	(10)	BD 4016-01PB Table Econo 24x24x33 (SWT-2)	B. DALTON #967 151 ROSEDALE CENTER 1595 WEST HIGHWAY 36 ROSEVILLE, MN. 55113
Three	(3)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	
Two	(2)	BD 4004-02BI Gondola Book Disp (G-32) 27x36-7/8x69	B. DALTON #946 TRUMBULL SHOPPING CTR. #1119 5065 MAIN STREET TRUMBULL, CT. 06611
Seven	(7)	BD 4002-01BI Gondola Book Disp (G-6T) 27x72-7/8x69	
Two	(2)	BD 1000-01PB Unit Cshwrp Reg (SWC-1) 24x24-1/16x38	
One	(1)	BD 1022-01PB Cashwrap Service Unit (SWC-2) 24x24-1/16x38	
Two	(2)	BD 1020-01PB Wrap Ctr. Work Storage (SWC-5) 24x24-1/16x38	
One	(1)	BD 1021-01PB Wrap Ctr. Workfile (SWC-6) 24x24-1/16x38	
One	(1)	BRIO-106 Filler Cashwrap Msde. Unit 24x24x38	
One	(1)	BRIO-107 Filler Cashwrap Msde. Unit 24x24x38	
One	(1)	BD 4015-01BI Gondola Lighted Magazine 24x72-3/4x69 (SWG6-2)	
Four	(4)	BD 4016-01PB Table Econo 24x24x33 (SWT-2)	
One	(1)	BD 1025-01PO Wrapwell Filler 23-5/32x22-3/8x4 (SWC-1F)	
One	(1)	BD 1007-01BI Stand Microfiche 12x12x5 (C7)	
Ten	(10)	BD 4026-01GR Disp/Stacker Box 18x22x6 (A-SWSB-G)	
Ten	(10)	BD 1011-01BI Trim Corner 3/4x3/4x96 (C-96)	
Two	(2)	BD 1022-01PB Cashwrap Service Unit (SWC-2) 24x24-1/16x38	

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 30 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC.

EQUIPMENT LOCATED:

Five (5) SWG-2T Gondola (White) Ed/Sftware Ctr.
One (1) SWD Desk (70x54") White Ed/Sftware Ctr
One (1) *CRA Crate Charge

B. DALTON #946
TRUMBULL SHOPPING PARK
5065 MAIN ST. SP. 1119
TRUMBULL, CT. 06611

Five (5) SWG-2T Gondola (White) Ed/Sftware Ctr.
One (1) SWD Desk (70x54") White Ed/Sftware Ctr.
One (1) *CRA Crate Charge

B. DALTON #967
151 ROSEDALE CENTER
1595 WEST HIGHWAY 36
ROSEVILLE, MN.

Two (2) W-1R End Panel (Right)
Three (3) W-1L End Panel (Left)
Ten (10) W-10 Ladder Rail 10' Lengths
Three (3) W-11 Rolling Ladder
Fourteen (14) W-36 Wall Unit 36"
Eight (8) W-36S Wall Unit 36" Slatwall-Overstock
One (1) W-90 Corner Filler
Four (4) W-26-14 Wall Unit Adjustable
Ten (10) SWW-8 Cornice Board (Port) 10' Lengths
Two (2) SWW-8RR Cornice Board w/Ret. Right Ret. (Port)
Three (3) SWW-8RL Cornice Board w/Ret. Left Ret. (Port)
Three (3) SWS-1R Feature Display Step (Right)
One (1) Receiving Table
One (1) R-2 Storage Table
One (1) *MAT Corner Wall Unit
Five (5) SWG-2T Gondola (White) Ed/Sftware Ctr. 2'0"
Two (2) SWC-1 Register Unit (Port)
Two (2) SWC-2 Service Unit (Port)
One (1) SWC-5 Work/Storage Unit
One (1) SWC-6 Work/File Unit
One (1) SWC-8 Cashwrap Mdse Unit (No Shelves)
One (1) SWD Desk (70x54") White Ed/Sftware Ctr.
Seven (7) SWT-2 Economy Table (2'x2') (Port)
One (1) SWC-1P Register Filler (Port)
Fourteen (29) C-48 Slatwall Pnl (4'x8') Unfinished Back
One (14) C-96 Corner Trim Strips (8' Lengths)
One (1) SWC-9 Cashwrap Corner Filler
One (1) SWC-11 Cashwrap Filler Panel
One (27) *MAT D14-6 Port Laminate Strips 2 5/8"x96"
One (1) *MAT Gal. Adhesive

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 W. BOWLES AVENUE
LITTLETON, CO. 80123

...continued...
AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULE AD
MINNEAPOLIS, MN 55435

PAGE 31 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC.

Pg. 2

EQUIPMENT LOCATED:

Three	(3)	W-1R End Panel (Right)	B. DALTON #874
Four	(4)	W-1L End Panel (Left)	SAN DIMAS STATION
Seven	(7)	W-8 Cornice Board (10' Length)	677 WEST ARROW HIGHWAY
Two	(2)	W-8RR Cornice Bd. W/Ret. (Right Ret.)	SAN DIMAS, CA. 91773
Three	(3)	W-8RL Cornice Bd. W/Ret. (Left Ret.)	
Two	(2)	W-90 Corner Filler	
Five	(5)	*MAT Backs only for W-26-44	
Twelve	(12)	*MAT Light Bulbs/Magazine Racks	
	(37)	*LABOR Pickwick Fixtures	
Two	(2)	G-6T Trend Gondola 6'0 (69" High)	
Five	(5)	S-2 Outside Corner Display Step	
Three	(3)	S-3 Display Step (3'0")	
Three	(3)	S-4 Display Step (4'0")	
One	(1)	R-1 Receiving Table	
Two	(2)	R-2 Storage Table	
One	(1)	T-3 Economy Table (3'x3') Beige	
Three	(3)	T-4 Economy Table (3'x4') Beige	
One	(1)	T-2D Table Top Display (2'0")	
Four	(4)	T-3D Table Top Display (3'0")	
Two	(2)	C-1 Cashwrap Register Unit	
Three	(3)	C-2 Cashwrap Service Unit	
One	(1)	C-3 Cashwrap Msde Unit	
One	(1)	C-7 Microfiche Stand	
One	(1)	C-8R Information Desk	
Ten	(10)	C-48 Slatwall Panel (4'x8') Unfinished Back	
Ten	(10)	C-48G Slatwall Panel w/6-color Laminate Graphic Stripe	
Five	(5)	C-96 Corner Trim Strips (8' Lengths)	
One	(1)	*MAT Pickwick Safe	
Three	(3)	G-4T Trend Gondola 4'0" (69" High)	
One	(1)	*LABOR 1-6' Pickwick Gondola	
One	(1)	*LABOR 1-4' Pickwick Gondola	
Twelve	(12)	*MAT 18-30 Adj. Shelves	
One	(1)	*LABOR 3-4' Trend Gondola	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 32 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC. Pg. 3

EQUIPMENT LOCATED:

Three	(3)	G-3T Trend Gondola (3'0") 69" High	B. DALTON #952
Nine	(9)	G-6T Trend Gondola (6'0") 69" High	13928 RIVERSIDE DRIVE
Two	(2)	SWC-1 Register Unit (Port)	#25 FASHION SQUARE
One	(1)	SWC-2 Service Unit (Port)	SHERMAN OAKS, CA. 91423
One	(1)	SWC-4 Display Case/Glass (Square)	
One	(1)	SWC-5 Work/Storage Unit	
One	(1)	SWC-6 Work/File Unit	
One	(1)	SWC-8R Cashwrap Mdse Unit (w/shelves)	
One	(1)	SWC-9 Cashwrap Corner Filler	
One	(1)	SWC-11 Cashwrap Filler Panel	
One	(1)	SWG-6 Magazine Gondola (6'0")	
Six	(6)	SWT-2 Economy Table (2'x2') (Port)	
	(26)	C-48 Slatwall panel (4'x8') Unfinished Back	
Twelve	(12)	A-SWSB-G Stacker Box-Gray	
One	(1)	SWC-1F Register Filler (Port)	
One	(1)	C-7 Microfiche Stand	
Thirty	(30)	C-96 Corner Trim Strips (8' Lengths)	
Six	(6)	*MAT Port Laminate Strips 11"x96"	
One	(1)	*MAT Gal. Contact Adhesive	
Three	(3)	*MAT 4'x8' Beige Laminate	
Three	(3)	W-1R End Panel (Right)	
Three	(3)	W-1L End Panel (Left)	
Nine	(9)	SWW-8 Cornice Bd. (Port) 10' Lengths	
Two	(2)	SWW-8RR Cornice Bd. W/Ret. (Right Ret.) Port	
One	(1)	SWW-8RL Cornice Bd. W/Ret. (Left Return) Port	
Twelve	(12)	W-10 Ladder Rail (10' Lengths)	
Eight	(8)	W-10C Ladder Rail End Cap	
Four	(4)	W-11 Rolling Ladder	
Ten	(10)	W-36 Wall Unit (36")	
Ninie	(9)	W-36S Wall Unit (36") Slatwall Overstock	
Three	(3)	W-26-44 Wall Unit (Adjustable)	
One	(1)	W-90 Corner Filler	
One	(1)	R-1 Receiving Table	
One	(1)	R-2 Storage Table	
Fourteen	(14)	W-CBOS Wall Cornice Bracket	
Fourteen	(14)	86-AA-0941 44' Top Pan	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PA 33 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC.

Pg. 4

EQUIPMENT LOCATED:

Two	(2)	G-3T Trend Gondola 3'0" (69" High)	B. DALTON #955
One	(1)	G-32 Gondola 3'0" (69" High)	283 HORTON PLAZA
Eight	(8)	G-6T Trend Gondola 6'0" (69" High)	SAN DIEGO, CA. 92123
Five	(5)	SWG-2T Gondola (White) Ed/Sftware Center	
Five	(5)	G-62 Gondola 6'0" (69" High)	
Two	(2)	SWC-1 Register Unit (Port)	
One	(1)	SWC-2 Service Unit (Port)	
One	(1)	SWC-5 Work Storage Unit	
Two	(2)	SWC-6 Work/File Unit	
Two	(2)	SWC-8 Cashwrap Mdse. Unit (No Shelves)	
One	(1)	SWD Desk (70x54") White Ed/Sftware Center	
Two	(2)	WM-72 Magazine Display Fixture	
Seven	(7)	SWT-2 Economy Table (2'x2') Port	
	(55)	C-48 Slatwall Panel (4'x8') Unfinished Back	
Three	(3)	A-SWSB-G Stacker Box-Gray	
One	(1)	SWC-1F Register Filler (Port)	
One	(1)	C-7 Microfiche Stand	
Forty	(40)	C-96 Corner Trim Strips (8' Lengths)	
Twenty	(20)	*MAT Port Laminate Strips 11"x96"	
One	(1)	*MAT Gal Contact Adhesive	
Seven	(7)	W-1R End Panel (Right)	
Seven	(7)	W-1L End Panel (Left)	
Eleven	(11)	SWW-8 Cornice Board (Port/Special)	
Two	(2)	SWW-8RR Cornice Board W/Return (Special)	
Two	(2)	SWW-8RL Cornice Board W/Return (Special)	
Three	(3)	W-10 Ladder Rail (10' Lengths)	
Nineteen	(19)	W-36 Wall Unit (36")	
Nine	(9)	W-36S Wall Unit (36") Slatwall/Overstock	
Six	(6)	W-26-44 Wall Unit (Adjustable)	
One	(1)	W-90 Corner Filler	
One	(1)	R-1 Receiving Table	
Two	(2)	R-2 Storage Table	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 34 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC.

Pg. 5

EQUIPMENT LOCATED:

One	(1)	W-1R End Panel (Right)	B. DALTON #942
One	(1)	W-1L End Panel (Left)	026 RIVER VALLEY CENTER
Eleven	(11)	SWW-8 Cornice Bd. (Port/10' Lengths)	EUGENE, OR. 97401
Eleven	(11)	W-10 Ladder Rail (10' Lengths)	
Six	(6)	W-10C Ladder Rail End Cap	
Four	(4)	W-11 Rolling Ladder	
Thirteen	(13)	W-36 Wall Unit 36"	
Seven	(7)	W-36S Wall Unit (36") Slatwall Overstock	
Three	(3)	W-26-44 Wall Unit (Adjustable)	
One	(1)	W-90 Corner Filler	
One	(1)	R-1 Receiving Table	
Nine	(9)	W-CBOS Wall Cornice Brkt	
Ten	(10)	86-AA-0941 44' Top Pan	
One	(1)	G-3T Trend Gondola (69" High)	
Three	(3)	G-6T Trend Gondola 6'0" (69" High)	
Five	(5)	SWG-2T Gondola (White) Ed/Sftware Center	
Two	(2)	SWC-1 Register Unit (Port)	
Two	(2)	SWC-2 Service Unit (Port)	
Four	(4)	G-62 Gondola 6'0" (69" High)	
One	(1)	SWC-5 Work/Storage Unit	
One	(1)	SWC-6 Work/File Unit	
One	(1)	SWC-7 Cashwrap Shelving Unit	
Two	(2)	SWC-8 Cashwrap Mdse Unit (No Shelves)	
Two	(2)	SWS-1L Feature Display Step (Left)	
Two	(2)	SWS-1R Feature Display Step (Right)	
One	(1)	SWD Desk (70x54") White Ed/Sftware Center	
One	(1)	SWG-6 Magazine Gondola (6'0")	
Three	(3)	SWT-2 Economy Table (2'x2') Port	
	(26)	C-48 Slatwall Panel (4'x8') Unfinished Back	
Four	(4)	A-SWSB-G Stacker Box-Gray	
One	(1)	SWC-1F Register Filler (Port)	
One	(1)	C-7 Microfiche Stand	
Nineteen	(19)	C-96 Corner Trim Strips (8' Lengths)	
Thirty	(30)	*MAT 3/4" Beige T-Band	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

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LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 82

DATED: _____

SCHEDULE "A"

BY: KAZARIAN MANUFACTURING, INC. Pg. 6

EQUIPMENT LOCATED:

Two	(2)	W-1R End Panel (Right)
Two	(2)	W-1L End Panel (Left)
Nineteen	(19)	SWW-8 Cornice Bd. (10' Lengths/Port)
One	(1)	SWW-8RL Cornice Bd. W/Ret (L. Ret/Port)
Twenty	(20)	W-10 Ladder Rail (10' Lengths)
Four	(4)	W-10C Ladder Rail End Cap
Three	(3)	W-11 Rolling Ladder
Nineteen	(19)	W-36 Wall Unit (36")
Ten	(10)	W-36S Wall Unit (36") Slatwall Overstock
One	(1)	R-1 Receiving Table
One	(1)	R-2 Storage Table
Nineteen	(19)	W-CBOS Wall Cornice Brkt
Nineteen	(19)	86-AA-0941 44' Top Pan
Seven	(7)	G-32 Gondola 3'0" (69" High)
Three	(3)	G-6T Trend Gondola 6'0" (69" High)
Five	(5)	SWG-2T Gondola (White) Ed/Sftware Center
Two	(2)	SWC-1 Register Unit (Port)
One	(1)	SWC-2 Service Unit (Port)
One	(1)	SWC-3 C/I Display Case/Glass (Triangular)
One	(1)	SWC-4 Display Case/Glass (Square)
One	(1)	SWC-5 Work/Storage Unit
One	(1)	SWC-6 Work/File Unit
One	(1)	SWC-9 Cashwrap Corner Filler
One	(1)	SWC-11 Cashwrap Filler Panel
One	(1)	SWS-1L Feature Display Step (Left)
One	(1)	SWS-1R Feature Display Step (Right)
One	(1)	SWD Desk (70x54") White Ed/Sftware Center
One	(1)	SWG-6 Magazine Gondola (6'0")
Three	(3)	SWT-2 Economy Table (2'x2') Port
	(49)	C-48 Slatwall Panel (4'x8') Unfinished Back
Ten	(10)	A-SWSB-G Stacker Box-Gray
One	(1)	SWC-1F Register Filler (Port)
One	(1)	C-7 Microfiche Stand
Nine	(9)	C-96 Corner Trim Strips (8' Lengths)
Three	(3)	*MAT 3/4" Beige T-Stand

B. DALTON #948
FRESNO FASHION FAIR
591 EAST SHAW
FRESNO, CA. 93710

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU 'ARD
MINNEAPOLIS, MN 55435

PAGE 36 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES

EQUIPMENT LOCATED:

Two	(2)	W 1R A 559 RH End Panel
Two	(2)	W 1L A 559 LH End Panel
	(25)	86 1989 011 Retainer Channel ST
	(25)	W 8 624 W 8 Cornice
One	(1)	W 8 RR 624 RH Cornice Return
One	(1)	W 8 RL 624 LH Cornice Return
	(23)	W 10 019 Ladder Rail
Two	(2)	W 10C D3 End Cap
Five	(5)	W 11 099 Ladder Rail
	(69)	W36S A 36 Wall Section
Two	(2)	W90 A 559 Corner Filler
Three	(3)	W26/44 A D469 ADJ Wall Section
Thirty	(30)	85 1395 D469 ADJ Shelf
	(1150)	85 4175 6 D469 Book Shelf
Seventy	(70)	A 36R D469 H D Book Shelf
Two	(2)	84 1787 36 D458 Book Rack
Three	(3)	85 1055 D469 Magazine Rack
Twelve	(12)	A26/44 D469 ADJ Shelf
Twelve	(12)	WRC A D469 Retainer CHNL Set
Two	(2)	84 1787 36 D458 Book Rack
Five	(5)	W 1R A 559 RH End Panel
Five	(5)	W 1L A 559 LH End Panel
Nineteen	(19)	86 1989 011 RET Chanel Set
Seventeen	(17)	SWW 8 640 10 PT Cornice
Two	(2)	W 8RR SW 640 10 PT Corn W/RET-RT
Two	(2)	W 8RL SW 640 10 PT Corn W/RET-LT
Seventeen	(17)	W 10 019 Ladder Rail
Six	(6)	W 10C D3 End Cap
Five	(5)	W 11 099 Ladder Rail
	(28)	W 36 A D469 36 Wall Section
Twenty	(20)	W36S A D469 36 Wall Section
One	(1)	W90 A 559 Corner Filler
Five	(5)	W26/44 A D469 ADJ Wall Section
Sixty	(60)	A 26 44 D469 ADJ Shelf
	(440)	85 4175 6 D469 Book Shelf
Forty	(40)	A 36 3 D469 Book Shelf

B. DALTON #362
MOORESTOWN MALL
ROUTE 38 & LENOLA RD.
MOORESTOWN, NJ. 08507

B. DALTON #874
SAN DIMAS STATION
677 W. ARROW HIGHWAY
SAN DIMAS, CA. 91773

B. DALTON #898
MARLEY STATION
7900 RICHIE HWY SP. #A-107
GLEN BURNIE, MD. 21061

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL RD
MINNEAPOLIS, MN 55435

PAGE 37 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 2

EQUIPMENT LOCATED:

Fifty (50) A 36R D469 H D Book Shelf
Ten (10) A 48 D469 Book Shelf
Ten (10) A 48 3 D469 Book Shelf
Two (2) 86 1910 D469 36 Wall Starter
Two (2) 84 1787 36 D458 Book Rack
(160) 8541756 D469 Book Shelf

Six (6) A 26 44 D469 ADJ Shelf
(370) A 36 D469 Book Shelf
(34) A 36 3 D469 Book Shelf
Thirty (30) A 36R D469 H D Book Shelf
Four (4) 85 1395 D469 ADJ Shelf

Two (2) 85 1055 D469 Magazine Rack
Two (2) W 1R A 559 RH End Panel
Two (2) W 1L A 559 LH End Panel
Fourteen (14) 86 1989 011 Retainer Chanel Set
Thirteen (13) SWW 8 640 10 FT Cornice
One (1) W 8 RR SW 640 10 FT Corn W/RET-RT
one (1) W 8 RL SW 640 10 FT Corn W/RET-LT
Thirteen (13) W 10 019 Ladder Rail
Four (4) W 10C D3 End Cap
Three (3) W 11 099 Ladder Rail
(36) W36S A D469 36 Wall Section
Two (2) W26/44 A D469 ADJ Wall Section
Twenty (20) 85 1395 D469 ADJ Shelf
(550) 85 4175 6 D469 Book Shelf
Forty (40) A 36R D469 H D Book Shelf
Two (2) 84 1787 36 D458 Book Rack
Two (2) W 1R A 559 RH End Panel
Two (2) W 1L A 559 LH End Panel
Ten (10) 86 1989 011 Retainer Chanel Set
Nine (9) W 10 019 Ladder Rail
Eight (8) W 10C D3 End Cap
Three (3) W 11 099 Ladder Rail
Twenty-two (22) W36S A D469 36 Wall Section
Two (2) W90 A 559 Corner Filler
Four (4) W26/44 A D469 ADJ Wall Section
...continued...

B. DALTON #898
MARLEY STATION
7900 RICHIE HWY SP. #A-107
GLEN BURNIE, MD. 21061

B. DALTON #953
8314-B ON THE MALL
BUENA PARK MALL
BUENA PARK, CA. 90620

B. DALTON #209
PENN CAN MALL
5775 SOUTH BAY ROAD
CLAY, NY. 13041

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, A 55435

PAGE 38 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 3

EQUIPMENT LOCATED:

Nine (9) SWW 8 640 10 FT Cornice
One (1) W 8RRSW 640 10 FT Corn W/RET-RT
One (1) W 8RLSW 640 10 FT Corn W/RET-LT
Forty (40) 85 1395 D469 ADJ Shelf
Twenty (20) 85 4175 6 D469 Book Shelf
(24) A 36R D469 H D Book Shelf

Fifty (50) A 26 44 D469 ADJ Shelf
(500) 85 4175 6 D469 Book Shelf
(25) A 36R D469 H D Book Shelf
Four (4) W CBOS D469 Wall Cor BRKT
Four (4) AA 0941 D469 Top Pan
One (1) 84 3546 D469 ADJ Top Pan

One (1) W 1R A 559 RH End Panel
Ten (10) 86 1989 011 Retnr Chnl Set
Ten (10) W 8 640 10 FT Cornice
One (1) W 8RRSW 640 10 FT Corn W/RET-RT
Eleven (11) W 10 019 Ladder Rail
Eight (8) W 10C D3 End Cap
Two (2) W 11 099 Ladder Rail
Twenty (20) 86 1100 D469 36 Wall Section
Five (5) W26/44 A D469 ADJ Wall Section
Sixty (60) A 26 44 D469 ADJ Shelf
(210) 85 4175 6 D469 Book Shelf
(21) A 36R D469 H D Book Shelf
One (1) W90 A 559 Corner Filler
One (1) W45 SP 099 45 Wall Corner Section
One (1) W 1L A 559 LH End Panel
Eighteen (18) 86 1989 011 Retainer Chanel Set
Fifteen (15) W 8 640 10 FT Cornice
One (1) W 8RRSW 640 10 Ft Corn W/RET-RT
Sixteen (16) W 10 019 Ladder Rail
Four (4) W 10C D3 End Cap
Two (2) W 11 099 Ladder Rail
(28) 86 1100 D469 36 Wall Section
Five (5) W26/44 A D469 ADJ Wall Section
Thirteen (13) W CBOS D469 Wall Cor Brkt

B. DALTON #209
PENN CAN MALL
5775 S. BAY ROAD
CLAY, NY. 13041

B. DALTON #981
2-B-225 SOUTHWEST PLAZA
8501 W BOWLES AVE.
LITTLETON, CO. 80123

B. DALTON #96
7000 CROSSROADS BLVD.
OKLAHOMA CITY, OK. 73149

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOULV RD
MINNEAPOLIS, MN 55435

PAGE 39 OF 55

LEASE #

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED:

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 4

EQUIPMENT LOCATED:

Sixty (60) A 26 44 D469 ADJ Shelf
(700) 85 4175 6 D469 Book Shelf
Thirty (30) A 36R D469 H D Book Shelf
Three (3) 85 1055 D469 Magazine Rack
Ten (10) AA 0941 D469 Top Pan
Two (2) 84 3546 D469 ADJ Top Pan
One (1) W 1R A 559 RH End Panel
Two (2) W 11 099 Ladder Rail

Three (3) 85 1055 D469 Magazine Rack
Five (5) W 1R A 559 RH End Panel
Five (5) W 1L A 559 LH End Panel
(21) 86 1989 011 Retainer Channel ST
Five (5) SWW 8 640 10 FT Cornice
Thirteen (13) W 8 640 10 Cornice
One (1) W 8 RR SW 640 10 FT Corn W/RET-RT
One (1) W8RL SW 640 10 FT Corn W/RET-LT
Eighteen (18) W 10.019 Ladder Rail
Seven (7) W 11 099 Ladder Rail
(48) W36S A D469 36 Wall Section
Four (4) W90 A 559 Corner Filler
Eleven (11) W26/44 A D469 ADJ Wall Section
(110) 85 1395 D469 ADJ Shelf
(800) 85 4175 6 D469 Book Shelf
(48) A 36R D469 H D Book Shelf
Two (2) 84 1787 36 D458 Book Rack
(150) 85 4175 6 D469 Book Shelf

Twenty (18) W 8 640 W 8 Cornice
One (1) W 8RRSW 640 10 FT Corn W/RET-RT
One (1) W 8RLSW 640 10 Corn W/RET-LT

Six (6) W CBOS D469 Wall Cor Brkt
Three (3) 85 1055 D469 Magazine Rack
Five (5) AA 0941 D469 Top Pan

B. DALTON #96
7000 CROSSROADS BLVD.
OKLAHOMA CITY, OK. 73149

B. DALTON #13
PRAIRIE VILLAGE SHOPPING CTR.
3925 WEST 69TH TERRACE
PRAIRIE VILLAGE, KS. 66208

B. DALTON #31
2500 OXMOOR CENTER
7900 SHELBYVILLE ROAD
LOUISVILLE, KY. 40222

B. DALTON #229
LAKESIDE CENTER
14600 LAKESIDE CIRCLE
STERLING HTS., MI. 48078

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 KETRO BOULEVARD
MINNEAPOLIS, A 55435

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LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA -
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES

Pg. 5

EQUIPMENT LOCATED:

Two	(2)	W 1R A 559 RH End Panel
One	(1)	W 1L A 559 LH End Panel
Two	(2)	86 1989 011 Retnr Chnl Set
Four	(4)	W 10 019 Ladder Rail
Five	(5)	W 10C D3 End Cap
Four	(4)	86 1100 D469 36 Wall Section
One	(1)	W90 A 559 Corner Filler
Two	(2)	W26/44 A D469 ADJ Wall Section
Two	(2)	SWW 8 640 10 FT Cornice
Two	(2)	W 8RRSW 640 10 FT Corn W/RET-RT
One	(1)	W 8RLSW 640 10 FT Corn W/RET-LT
Twenty	(20)	A 26 44 D469 ADJ Shelf
Six	(6)	W 1R A 559 RH End Panel
Six	(6)	W 1L A 559 LH End Panel
Fourteen	(14)	86 1989 011 Retainer Chnel Set
Thirteen	(13)	SWW 8 640 10 FT Cornice
Two	(2)	W 8RRSW 640 10 FT Corn W/RET-RT
Two	(2)	W 8RLSW 640 10 FT Corn W/RET-LT
Thirteen	(13)	W 10 019 Ladder Rail
	(22)	W 10C D3 End Cap
Seven	(7)	W 11 099 Ladder Rail
Three	(3)	W45 SP 099 Corn Wall Section
Nine	(9)	W26/44 A D469 ADJ Wall Section
Three	(3)	W CBOS D469 Wall Cor Brkt
Ninety	(90)	A26 44 D469 ADJ Shelf
	(530)	85 4175 6 D469 Book Shelf
Thirty	(30)	A 36R D469 H D Book Shelf
Ten	(10)	A 48 D469 Book Shelf
Two	(2)	84 1787 36 D458 Book Rack
Three	(3)	85 1055 D469 Magazine Rack
Four	(4)	84 3546 ADJ Top Pan
	(24)	86 1100 D469 36 Wall Section
Seven	(7)	W CBOS D469 Wall Cor Brkt
Twenty	(20)	A 26 44 ADJ Shelf
Four	(4)	84 3538 559 ADJ Back Pnl W 5A
Two	(2)	85 4182 559 Back Panel
Four	(4)	AA 3206 D469 ADJ Panel Retnr
Thirty	(30)	P 9872 017 T-MLDING

B. DALTON #967
151 ROSEDALE CENTER
ROSEVILLE, MN. 55113

B. DALTON #922
TOWN CENTER @ COBB
400 ERNEST BARRETT STE. 305
KENNESAW, GA. 30144

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 41 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 6

EQUIPMENT LOCATED:

One	(1)	WLR A 559 RH End Panel
Three	(3)	W 1L A 559 LH End Panel
Seventeen	(17)	86 1989 011 Retainer Chnl Set
Thirteen	(13)	W 8 640 W 8 Cornice
One	(1)	W BRRSW 640 10 FT Corn W/RET-RT
Three	(3)	W 8RLSW 640 10 FT Corn W/RET-LT
Sixteen	(16)	W 10 019 Ladder Rail
Four	(4)	W 10C D3 End Cap
Two	(2)	W 11 099 Ladder Rail
	(24)	86 1100 D469 36 Wall Section
Four	(4)	W45 SP 099 45 Corner Wall Section
Eight	(8)	W26/44 A D469 ADJ Wall Section
Ninety	(90)	A 26 44 D469 ADJ Shelf
	(320)	85 4175 6 D469 Book Shelf
Forty	(40)	A 36R D469 H D Book Shelf
Three	(3)	84 1787 36 D458 Book Rack
Three	(3)	85 1055 D469 Magazine Rack
Five	(5)	86 1099 D469 36 Wall Section
Two	(2)	W 11 099 Ladder Rail
	(175)	85 4175 6 D469 Book Shelf
Forty	(40)	A 26 44 D469 ADJ Shelf
Four	(4)	87 6513 559 RH End Panel
Five	(5)	87 6514 559 LH End Panel
Eight	(8)	86 1989 011 Retainer Chanel Set
Fourteen	(14)	85 1054 D469 36 Wall Section
Seven	(7)	W 8 640 W 8 Cornice
Three	(3)	W 8RRSW 640 10 FT Corn W/RET/RT
Three	(3)	W 8RLSW 640 10 FT Corn W/RET-LT
	(56)	A 26 44 D469 ADJ Shelf
	(250)	85 4175 6 D469 Book Shelf
	(38)	A 36 3 D469 Book Shelf
Fourteen	(14)	A 36R D469 H D Book Shelf
Two	(2)	85 1055 D469 Magazine Rack
	(21)	85 1360 D469 Corn Brkt
	(45)	A 26 44 D469 ADJ Shelf
	(65)	A 26 44 D469 Shelf

B. DALTON #924
GWINNETT PLACE
2100 PLEASANT HILL RD.
DULUTH, GA. 30136

B. DALTON #941
CLAYPOOL CENTRE/SP C-10
110 W. WASHINGTON ST.
INDIANAPOLIS, IN. 46204

B. DALTON #923
BAYSIDE MARKET PLACE
401 BISCAYNE BLVD. STE. N226
MIAMI, FL. 33123

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

B. DALTON COMPANY
7505 KETRO BOULEVARD
MINNEAPOLIS, M 55435

PAGE 42 OF 55

CASE # _____

LESSOR: CHARTER FINANCIAL, INC. 526 69
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 7

EQUIPMENT LOCATED:

Five (5) W 1R A 559 RH End Panel
Five (5) W 1L A 559 LH End Panel
(25) 86 1989 011 Retainer Chanel Set
(23) SWW 8 640 10 FT Cornice
(23) W 10 019 Ladder Rail
Fourteen (14) W 10C D3 End Cap
Six (6) W 11 099 Ladder Rail
(32) W 36 A D469 36 Wall Section
(21) W 36 S D469 36 Wall Section
One (1) W45 SP 099 Corn Wall Section
Seven (7) W26/44 A D469 ADJ Wall Section
Three (3) W CBOS D469 Wall Cor Brkt.
Seventy (70) A26 44 D469 ADJ Shelf
(690) 85 4175 6 D469 Book Shelf
Sixty (60) A 36R D469 H D Book Shelf
(230) A 48 D469 Book Shelf
Three (3) 85 1055 D469 Magazine Rack
Two (2) 84 1787 36 D458 Book Rack
One (1) W90 A 559 Corner Filler

B. DALTON #48
ASHVILLE MALL
#3 SOUTH TUNNEL ROAD
ASHEVILLE, N.C. 28805

Two (2) W 1R A 559 RH End Panel
One (1) W 1L A 559 LH End Panel
Eight (8) 86 1989 011 Retainer Chanel Set
Ten (10) W 10 019 Ladder Rail
Four (4) W 10C D3 End Cap
(23) 86 1099 D469 36 Wall Section
Seven (7) 84 2834 640 W 8 Cornice
Two (2) W 8RRSW 640 10 FT Corn W/RET-RT
One (1) W 8RLSW 640 10 FT Corn W/RET-LT
(23) A 36R D469 H D Book Shelf
Five (5) 85 3043 D469 Full Gond Strt
Ten (10) 85 3043 6 559 Top SW Panel
Forty (40) 85 3043 8 559 BTM Solid Panel
Thirty (30) 85 3043 27 559 Top Solid Panel
Fifteen (15) 85 3044 D469 Full Gond Add-on

B. DALTON #944
BANNISTER MALL SP. #38B
5600 E. BANNISTER ROAD
KANSAS CITY, MO. 64137

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 43 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 70

DATED: _____

SCHEDULE "A"

BY: DARLING STORE FIXTURES Pg. 8

EQUIPMENT LOCATED:

Forty (40) A 26 44 D469 ADJ Shelf
(326) 85 4175 6 D469 Book Shelf
Twenty (20) A 36R D469 H D Book Shelf
Sixteen (16) W CBOS D469 Wall Cor Brkt
Thirty (30) AA 0941 D469 Top Pan

B. DALTON #952
13928 RIVERSIDE DRIVE
25 FASHION SQUARE
SHERMAN OAKS, CA. 91423

(420) 85 4175 6 D469 Book Shelf
(42) A 36 3 D469 Book Shelf
(29) A 36R D469 H D Book Shelf

B. DALTON #948
FRESNO FASHION FAIR
591 EAST SHAW
FRESNO, CA. 93710

(320) 85 4175 6 D469 Book Shelf
(32) A 36 3 D469 Book Shelf
Twenty (20) A 36R D469 H D Book Shelf

B. DALTON #942
026 RIVER VALLEY CENTER
EUGENE, OR. 97401

Thirty (30) A 36R D469 H D Book Shelf

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92123

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 44 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

526 PAGE 71

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.

EQUIPMENT LOCATED:

Three	(3)	Boxes 21" Thermobend Shelves 2/Bx	B. DALTON #13
Five	(5)	Boxes 8" Acrylic Shelves 25/Bx	3925 WEST 96TH TERRACE
Eight	(8)	Boxes 8" Acrylic Shelf Insert 6/Bx	PRAIRIE VILLAGE, KS. 66208
Five	(5)	Boxes 21" Channel Shelves 10/Bx	
Four	(4)	Boxes Feature Display Signholders	
One	(1)	Magazines Sign Port Letters	
Three	(3)	Pkg. 30 Degree Slant Shelf Display	
Four	(4)	Permanent Dump & Sign	
One	(1)	B. Dalton Logo Sign	
One	(1)	Customer Service Sign	
One	(1)	Bestseller Sign Package 14/Signs Set	
One	(1)	Permanent Rack Header Package 10/Set	
One	(1)	Acrylic Slatwall Signholder	
Three	(3)	Cashier Signs-Prebilled Merchandise	
Seven	(7)	Boxes Gondola Signholders 10/Bx	
Sixty	(60)	Cornice Signholders	
Four	(4)	Permanent Dump & Signs	B. DALTON #31
One	(1)	B. Dalton Logo Sign	250 OXMOOR CENTER
One	(1)	Cashier Sign/Prebilled	7900 SHELBYVILLE ROAD
One	(1)	Customer Service	LOUISVILLE, KY. 40222
One	(1)	Bestseller Sign Pkg.	
One	(1)	Permanent Rack Header Pkg.	
Four	(4)	Boxes Gondola Signholders Beige	
Fifty	(50)	Cornice Signholders Beige	
Six	(6)	Boxes Gondola Sign Holders Beige	B. DALTON #40
Thirty	(30)	Cornice Sign Holders Beige	WARD PARKWAY CENTER
One	(1)	Magazine Sign Two Piece Port Ltrs.	8600 WARD PARKWAY
Three	(3)	30 Degree Shelf Displays	KANSAS CITY, MO. 64114
Four	(4)	Permanent Dump & Sign	
One	(1)	B. Dalton Logo Sign Port	
One	(1)	Bestseller Sign Pkg.	
One	(1)	Permanent Rack Header Pkg.	
One	(1)	Acrylic Slatwall Signholder	

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOULV RD
MINNEAPOLIS, MN 55435

PAGE 45 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 72

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 2

EQUIPMENT LOCATED:

Five (5) Boxes 21" Thermobend Shelves
Five (5) Boxes 8" Acrylic Shelves
Nine (9) Boxes 21" Channel Shelves
Five (5) Boxes Feature Display Signholders
One (1) Magazines Sign Two Piece Port
Three (3) 30 Degree Shelf Displays
Four (4) Permanent Dump & Sign
One (1) B. Dalton Logo Sign Port
One (1) Bestseller Sign Pkg. Port
One (1) Permanent Rack Header Pkg.
One (1) Acrylic Slatwall Signholders
Four (4) Boxes Gondola Signholders Beige
(65) Cornice Signholders Beige

B. DALTON #48
ASHVILLE MALL
#3 SOUTH TUNNEL ROAD
ASHEVILLE, NC. 28805

Seven (7) Power Aisle Accessories
Two (2) Boxes 8" Acrylic Shelves 25/Bx
Forty (40) Feet Hinged Vinyl Molding
Five (5) Boxes Feature Endcap Displays
One (1) Magazine Sign Two Piece White Letters
Three (3) 30 Degree Shelf Displays
Four (4) Permanent Dump & Sign
One (1) Acrylic Slatwall Signholder 22x28
Eight (8) Boxes Gondola Signholders Beige
(76) Cornice Signholders Beige

B. DALTON #110
WASHINGTON SQUARE
9720 SW WASHINGTON SQ.
PORTLAND, OR. 97223

Nine (9) Boxes 8" Acrylic Shelves 25/Bx
One (1) Box 21" Acrylic Shelves 10/Bx
One (1) Magazines Sign Port Letters
Four (4) Permanent Dump & Sign
One (1) B. Dalton Logo Sign
One (1) Bestseller sign package 14 sign/set
One (1) Permanent Rack Header Pkg. 10/Set
Four (4) Boxes Gondola Signholders Beige
(32) Cornice Signholders Beige

B. DALTON #96
7000 CROSSROADS BLVD.
OKLAHOMA CITY, OK. 73149

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU 'ARD
MINNEAPOLIS, MN 55435

PAGE 46 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 73

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 3

EQUIPMENT LOCATED:

Eight	(8)	Boxes 8" Acrylic Shelves 25/Bx
Two	(2)	Boxes 8" Acrylic Shelf Insert
Four	(4)	Boxes 21" Acrylic Shelves 10/Bx
Two	(2)	Boxes 21" Thermobend Shelves 2/Bx
Three	(3)	Boxes Feature Display Signholders 4/Bx
One	(1)	Magazines Sign Port Letters
Three	(3)	Boxes 30 Degree Slant Shelf Display Pkg.
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Package 10/Set
One	(1)	Acrylic Slatwall Signholder
One	(1)	Cashier Sign
Three	(3)	Boxes Gondola Signholders 10/Box
	(45)	Cornice Signholders

B. DALTON #209
PENN CAN MALL
5775 SO. BAY ROAD
CLAY, NY. 13041

	(250)	8" Acrylic Shelves
One	(1)	Magazine Sign Two Piece Port
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign Port
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Package
One	(1)	Acrylic Slatwall Signholder 22x28
Three	(3)	Boxes Gondola Signholders Beige
Fifty	(50)	Cornice Signholders Beige

B. DALTON #193
2362 PLYMOUTH MTG. HALL
500 GERMANTOWN PIKE
PLYMOUTH MTG, PA. 19462

Five	(5)	Boxes Feature Display Signholders
One	(1)	Magazine Sign Two Piece Port Letters
Three	(3)	30 Degree Shelf Displays
One	(1)	Port Logo Sign Small Size
Four	(4)	Permanent Dump & Sign
Two	(2)	Cashier Signs
One	(1)	Information Sign
One	(1)	Customer Service Sign
Four	(4)	Boxes Gondola Signholders Beige
	(75)	Cornice Signholders Beige

B. DALTON #229
LAKESIDE CENTER
14600 LAKESIDE CIRCLE
STERLING HTS., MI. 48078

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 47 OF 55
LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 4

EQUIPMENT LOCATED:

Two (2) Boxes 8" Acrylic Shelves
One (1) Magazine Sign Two Piece Port
Three (3) 30 Degree Shelf Displays
Four (4) Permanent Dump & Sign
One (1) Bestseller Sign Package
One (1) Permanent Rack Header Package
One (1) Acrylic Slatwall Signholder
Five (5) Boxes Gondola Signholders Beige
(55) Cornice Signholders Beige

B. DALTON #238
SOUTHLAND CENTER
23000 EUREKA ROAD
TAYLOR, MI. 48186

Ten (10) Cartons Power Aisle Accessories
Two (2) Boxes 8" Shelves
One (1) Box 8" Shelf Inserts
Two (2) Boxes 21" Shelves
Six (6) Boxes Feature Endcap Signholders
One (1) Magazines Sign Two Pcs. White Letters
One (1) Audio/Video Gondola Accy. Pkg.
One (1) Romance Trend Gondola Accy. Pkg.
One (1) Software Gondola Accy Pkg.
Three (3) 30 Degree Shelf Displays
Four (4) Permanent Dump & Sign
One (1) D. Dalton Logo Sign
One (1) Bestseller Sign Pkg
One (1) Permanent Rack Header Pkg
One (1) Acrylic Slatwall Signholder
Six (6) Boxes Gondola Signholders Beige
(75) Cornice Holders Beige

B. DALTON #362
MOORESTOWN MALL
ROUTE 38 & LENOLA RD.
MOORESTOWN, NJ. 08507

Three (3) Boxes Gondola Signholders 10/Bx
(48) Beige Cornice Signholders
One (1) Magazine Sign Port Letters

B. DALTON #455
SHEPARD MALL
2708 VILLA PROMENADE
OKLAHOMA CITY, OK. 73107

One (1) Bestseller Slatwall Sign Pkg
Twenty (20) 21" Thermobend Shelves
Thirty (30) 21" Channel Shelves
(100) 8" Channel Shelves
Fifty (50) 8" Channel Shelves
Fifty (50) 21" Channel Shelves
Two (2) 15x33 B. Dalton Logo Signs Port Copy

B. DALTON #671
ROCHESTER, MN.

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 48 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 5

EQUIPMENT LOCATED:

Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Cashier Sign
One	(1)	Information Sign
One	(1)	Customer Service
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Pkg.
One	(1)	Software Gondola Accessories Package
Twelve	(12)	Cartons Power Aisle Accessories
Eight	(8)	Acrylic Shelves
Two	(2)	Boxes 8" Acrylic Shelf Inserts
Two	(2)	Boxes Feature Display Signholders
One	(1)	Magazines Sign Two Piece White Letters
One	(1)	Audio/Video Gondola Accessories Package
One	(1)	Romance Trend Gondola Accys Pkg
Three	(3)	30 Degree Shelf Display Packages
Four	(4)	Boxes Gondola Signholders

B. DALTON #874
SAN DIMAS STATION
677 WEST ARROW HIGHWAY
SAN DIMAS, CA. 91773

Ten	(10)	Power Aisle Accessories
Four	(4)	Boxes 8"Acrylic Shelves 25/Bx
Ten	(10)	Boxes 8"Acrylic Shelf Inserts 6/Bx
Fifty	(50)	Feet Hinged Vinyl Molding Beige
Four	(4)	Boxes Feature Display Signholders
One	(1)	Magazine Sign Two Piece White Letters
One	(1)	Audio/Video Gondola Accy's Pkg. Set
One	(1)	Romance Trend Gondola Accy's Pkg.
Three	(3)	30 Degree Shelf Displays
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service
One	(1)	Bestseller Sign Pkg.
One	(1)	Permanent Rack Header Package
One	(1)	Acrylic Slatwall Signholder
Three	(3)	Boxes Gondola Signholders Beige
Fifty	(50)	Cornice Signholders Beige

B. DALTON #898
MARLEY STATION SP. # A-107
7900 RITCHIE HWY.
GLEN BURNIE, MD. 21067

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL VLD
MINNEAPOLIS, MN 55435

PAGE 49 OF 55

LEASE # _____

BOOK 526 PAGE 76

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 6

EQUIPMENT LOCATED:

Four	(4)	Boxes Gondola Sign Holders Beige
	(64)	Cornice Sign Holders Port
Seven	(7)	Cartons/Power Aisle Accy's 2/Bx
Three	(3)	Boxes 8" Acrylic Shelves 25/Bx
Two	(2)	Boxes 8" Acrylic Shelf Insert 6/Bx
Five	(5)	Boxes Feature Display Signholder 4/Bx
One	(1)	Magazines Sign Port Letters
One	(1)	Audio/Video Gondola Accessory Package
One	(1)	Romance Trend Gondola Accessory Package
Three	(3)	Boxes 30 Degree Slant Shelf Display Package
Two	(2)	Permanent Dump and Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package 14/Set
One	(1)	Permanent Rack Header Package 10/Set
One	(1)	Acrylic Slatwall Signholder
Six	(6)	Boxes 21" Acrylic Shelves 10/Bx

B. DALTON #921
RIDGMAR MALL-SP. # N-3
1774 GREEN OAKS ROAD
FORT WORTH, TX. 76116

Three	(3)	Boxes Gondola Signholders Beige
Forty	(40)	Cornice Signholders Beige
Four	(4)	21" Thermobend Shelves
	(250)	8" Acrylic Shelves
Forty	(40)	21" Channel Shelves
Two	(2)	Boxes Feature Display Signholders
One	(1)	Magazine Sign Two Piece Port
One	(1)	Audio/Video Gondola Accessories Package
Three	(3)	30 Degree Shelf Displays
Two	(2)	Calendar Waterfall Displays
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Package
One	(1)	Acrylic Slatwall Sign Holder 22x28

B. DALTON #922
400 ERNEST - STE. 305
WEST BARRETT PARKWAY
KENNESAN, GA. 30144

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL VLD
MINNEAPOLIS, MN 55435

PAGE 50 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 77 DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.

Pg. 7

EQUIPMENT LOCATED:

Ten	(10)	Boxes 8" Acrylic Shelves
Four	(4)	Boxes Feature Display Signholders
One	(1)	Audio/Video Accessory Package
Three	(3)	30 Degree Shelf Displays
Two	(2)	Calendar Waterfall Displays
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Package
One	(1)	Acrylic Slatwall Signholder
		Thermobend Shelves - (Backordered)
		Shelf Inserts - (Backordered)
		21" Channel Shelves - (Backordered)
Ten	(10)	21" Thermobend Shelves
	(78)	8" Acrylic Shelf Inserts
Eighty	(80)	21" Channel Shelves
Fifty	(50)	21" Channel Shelves
Six	(6)	Waterfall Calendar Displays

B. DALTON #923
BAYSIDE MARKETPLACE
401 BISCAYNE BLDG.
SUITE N 226
MIAMI, FL. 33132

Eleven	(11)	Boxes 8" Acrylic Shelves
Six	(6)	Boxes 21" Acrylic Shelves
Three	(3)	Boxes 21" Thermobend Shelves
One	(1)	Magazine Sign Two Piece Port
Three	(3)	30 Degree Shelf Displays
Four	(4)	Permanent Dump & Sign
One	(1)	B. Dalton Logo Sign
One	(1)	Customer Service Sign
One	(1)	Bestseller Sign Package
One	(1)	Permanent Rack Header Package
One	(1)	Acrylic Slatwall Signholder 22x28
Three	(1)	Boxes Gondola Signholders Beige
	(46)	Cornice Signholders Beige

B. DALTON #924
GWINNETT PLACE
2100 PLEASANT HILL RD.
DULUTH, GA. 30136

Thirty	(30)	Gondola Signholders 10/Bx
Fifty	(50)	Beige Cornice Signholders

B. DALTON #925
JACKSONVILLE, FL. 32202

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL
INDIANAPOLIS, IN 55435

PAGE 51 OF 55

LEASE #

BOOK 526 PAGE 78

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED:

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 8

EQUIPMENT LOCATED:

Four	(4)	Software Display Stands
Six	(6)	Boxes 8" Acrylic Shelves
Six	(6)	Boxes 21" Acrylic Shelves
Two	(2)	Boxes 21" Thermobend Shelves
Three	(3)	Boxes FS-2 Peg Hooks
Two	(2)	Boxes FS-114 Peg Hooks
Two	(2)	Boxes FS-116 Peg Hooks
Two	(2)	Boxes Feature Display Signholders
Eight	(8)	Trapezoid Display Cube Sets (1 Blue/1 Clear)
One	(1)	Computer Usage Sign Package
One	(1)	Software Etc. Logo Sign One Sided

B. DALTON #941
CLAY POOL CENTRE-SP# C-10
110 W. WASHINGTON ST.
INDIANAPOLIS, IN. 46204

Four	(4)	Software Display Stands
Six	(6)	Boxes 21" Acrylic Shelves
Two	(2)	Boxes 21" Thermobend Shelves
Three	(3)	Boxes FS-2 Peg Hooks
Two	(2)	Boxes FS-114 Peg Hooks
Two	(2)	Boxes FS-116 Peg Hooks
Two	(2)	Boxes Feature Display Sign Holders
Eight	(8)	Trapezoid Display Cube Sets
One	(1)	Computer User Sign Package
One	(1)	Software Etc. Logo Sign
Three	(3)	Boxes Gondola Signholders
	(23)	Cornice Signholders Port
One	(1)	Educational Software Sign
Fifty	(50)	Plexiglass Shelves 6 1/2 x 22 1/2
Eleven	(11)	Boxes 8" Acrylic Shelves

B. DALTON #942
026 RIVER VALLEY CENTER
EUGENE, OR. 97401

Four	(4)	Software Display Stands
	(400)	8" Acrylic Shelves
	(110)	21" Acrylic Shelves
Six	(6)	21" Thermobend Shelves
Two	(2)	Boxes Display Signholders
Four	(4)	Trapezoid Display Cube Sets (1 Blue/1 Clear)
Thirty	(30)	1 1/2 x 35 Subcat. Signholders W/Tape
One	(1)	Computer Usage Sign Package
One	(1)	Software Etc. Logo Sign

B. DALTON #952
#25 FASHION SQUARE
13928 RIVERSIDE DRIVE
SHERMAN OAKS, CA. 91423

...continued...
AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOUL VLD
MINNEAPOLIS, MN 55435

PAGE 52 OF 55

LEASE 1

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED:

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 9

Four (4) Software Display Stands
Five (5) Boxes 8" Acrylic Shelves
Four (4) Boxes 21" Acrylic Shelves
Two (2) Boxes 21" Thermobend Shelves
Three (3) Boxes FS-2 Peg Hooks
Two (2) Boxes FS-114 Peg Hooks
Two (2) Boxes FS-116 Peg Hooks
Two (2) Boxes Feature Display Signholders
Four (4) Trapezoid Display Cube Sets (1 Blue/1 Clear)
Three (3) 1 1/2 x 35 SubCat. Signholders
One (1) Computer Usage Sign Package
Two (2) Software Etc. Logo Sign One Sided
Fifty (50) Pcs. 6 1/2 x 22 1/2 Slatwall Shelves

EQUIPMENT LOCATED:

B. DALTON #944
BANNISTER MALL-STE. 38B
KANSAS CITY, MO. 64137

Four (4) Software Display Stands
Ten (10) Boxes 8" Acrylic Shelves
Five (5) Boxes 21" Acrylic Shelves
One (1) Box 21" Thermobend Shelves
Two (2) Boxes FS-2 Peg Hooks
Two (2) Boxes FS-114 Peg Hooks
Two (2) Boxes FS-116 Peg Hooks
One (1) Box Feature Display Signholders
Six (6) Trapezoid Display Cube Sets
One (1) Computer User Sign Package
One (1) Software Etc. Logo Sign One Sided
One (1) Software Etc. Logo Sign Two Sided

B. DALTON #945
PRESTONWOOD TOWN CENTER
531 BELTLINE RD. STE.- 2185
DALLAS, TX. 75240

Four (4) Software Display Stands
Nine (9) Boxes 8" Acrylic Shelves 25/Bx
Two (2) Boxes 8" Acrylic Shelf Inserts 6/Bx
Four (4) Boxes 21" Acrylic Shelves 10/Bx
One (1) Box 21" Thermobend Shelves 2/Bx
Two (2) Boxes FS-2 Peghooks 100/Bx
Two (2) Boxes FS-114 Peghooks 100/BX
Three (3) Boxes FS-116 Peghooks 100/Bx
One (1) Magazines Sign Port Letters
One (1) Box Feature Display Signholders 4/Bx
One (1) Computer User Sign Package
One (1) Software Etc. Logo Sign Two Sided
One (1) Box FS-114 Peghooks & Sub-Category
One (1) Educational Software Sign
Fifty (50) Plexiglass Shelves 25/Bx
Signholders (Backordered)

B. DALTON #946
TRUMBULL SHOPPING PARK
5065 MAIN ST. SP.# 1119
TRUMBULL, CT. 06611

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOU 'ARD
MINNEAPOLIS, MN 55435

PAGE 53 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

BOOK 526 PAGE 80

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 10

EQUIPMENT LOCATED:

Four	(4)	Software Display Stands
Six	(6)	Power Aisle Accessories
	(22)	Boxes of 8" Acrylic Shelves 25/Bx
Two	(2)	Boxes of 8" Acrylic Inserts 6/Bx
Ten	(10)	Boxes of 21" Acrylic Shelves
Three	(3)	Boxes FS-2 Peg Hooks
Two	(2)	Boxes FS-114 Peg Hooks
Two	(2)	Boxes FS-116 Peg Hooks
One	(1)	Magazine Sign Two Piece Port Letters
Three	(3)	Boxes Feature Display Sign Signholders
Two	(2)	Computer Usage Signs
Two	(2)	Software Etc Logo Signs One Sided
One	(1)	Software Etc. Logo Sign Two Sided
One	(1)	Box 11x7 C.S.P.I Signholders
Nine	(9)	Boxes 1 1/2x35 Subcat. Signholders
One	(1)	Educational Software Sign
Fifty	(50)	Plexiglass Shelves 6 1/2x22 1/2
Four	(4)	Boxes Gondola Signholders Beige

B. DALTON #955
283 HORTON PLAZA
SAN DIEGO, CA. 92123

Four	(4)	Software Display Stands
	(100)	8" Acrylic Shelves
Forty	(40)	21" Acrylic Shelves
Two	(2)	21" Themobend Shelves
One	(1)	Box Peg Hooks FS-2 100/Bx
One	(1)	Box Peg Hooks FS-114 100/Bx
One	(1)	Box Peg Hooks FS-116 100/Bx
One	(1)	Computer Usage Sign Package
Two	(2)	Software Etc Logo Signs
One	(1)	Box Gondola Signholders
Four	(4)	Cornice Signholders Port
One	(1)	Educational Software Sign
Fifty	(50)	Plexiglass Shelves

B. DALTON #967
151 ROSEDALE CENTER
1595 W. HIGHWAY 36
ROSEVILLE, MN. 55113

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSEE: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435 BOOK 526 PAGE 81

PAGE 54 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 11

EQUIPMENT LOCATED:

Four	(4)	Software Display Stands
Eleven	(11)	Boxes 8" Acrylic Shelves
Six	(6)	Boxes 21" Acrylic Shelves
Two	(2)	Boxes 21" Thermobend Shelves
Three	(3)	Boxes Peg Hooks FS-2
Two	(2)	Boxes Peg Hooks FS-114
Two	(2)	Boxes Peg Hooks FS-116
Two	(2)	Boxes Feature Display Signholders
Four	(4)	Trapezoid Display Cube Sets
One	(1)	Computer Usage Sign Package
One	(1)	Software Etc Logo Sign
One	(1)	Educational Software Sign
Two	(2)	Boxes Plexiglass Shelves 6½x22½
Thirty	(30)	Gondola Signholders 10/Bx Beige
	(29)	Cornice Signholders Port

B. DALTON # 948
FRESNO FASHION FAIR
591 EAST SHAW
FRESNO, CA. 93710

Four	(4)	Software Display Stands
Four	(4)	Boxes power Aisle Accessories
Seven	(7)	Boxes 8" Acrylic Shelves
Five	(5)	Boxes 8" Acrylic Shelf Inserts
Three	(3)	Boxes 21" Acrylic Shelves
Three	(3)	Boxes Peg Hooks FS-2
Two	(2)	Boxes Peg Hooks FS-114
Two	(2)	Boxes Peg Hooks FS-116
One	(1)	Magazine Sign Two Piece Port Letters
Two	(2)	Boxes Feature Display Signholders
Four	(4)	Trapezoid Display Cube Sets (1 Blue/1 Clear)
One	(1)	Computer Usage Packages
Three	(3)	Boxes Gondola Signholders Beige
Thirty	(30)	Cornice Signholders Port
One	(1)	Educational Software Sign
Fifty	(50)	Plexiglass Shelves 6½x22½

B. DALTON #953
BUENA PARK MALL
8314-B ON THE MALL
BUENA PARK, CA. 90620

...continued...

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER
DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREAFTER ACQUIRED.

LESSOR: B. DALTON COMPANY
7505 METRO BOULEVARD
MINNEAPOLIS, MN 55435

PAGE 55 OF 55

LEASE # _____

LESSOR: CHARTER FINANCIAL, INC.
ONE ROCKEFELLER PLAZA
NEW YORK, NY 10020

DATED: _____

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC. Pg. 12

EQUIPMENT LOCATED:

Four	(4)	Software Display Stands	B. DALTON #981
	(19)	Boxes 8" Acrylic Shelves 25/Bx	2-B 225 SOUTHWEST PLAZA
One	(1)	Box 8" Acrylic Shelf Inserts 6/Box	850 WEST BOWLES AVE.
Five	(5)	Boxes 21" Acrylic Shelves 10/Bx	LITTLETON, CO. 80123
Two	(2)	Boxes 21" Thermobend Shelves 2/Bx	
One	(1)	Box FS-2 Peghooks	
One	(1)	Box FS-114 Peghooks	
Two	(2)	Boxes FS-116 Peghooks	
Two	(2)	Boxes Feature Display Signholders	
Three	(3)	Trapezoid Display Cube Set	
Two	(2)	Trapezoid Display Cube Set (1/Blue 1/Clear)	
One	(1)	Computer User Sign Package	
One	(1)	Software Etc Logo Sign	
One	(1)	Box FS-2 Peghooks (Backordered)	
One	(1)	Box FS-114 Peghooks & Sub-Cat Signholders (Backordered)	
Fifty	(50)	Plexiglass Shelves 6½x22½ 25/Bx	
One	(1)	Educational Software Sign	
Four	(4)	P/N 16614 12x28½ Slatwall	B. DALTON #900
		B. Dalton Signs W/Decals	FAMOUS BARR
Two	(2)	P/N 16613 24x57 B. Dalton W/Decals	ST. LOUIS, MO.

B. DALTON COMPANY

Mail to

BY: 

AND ALL ADDITIONS, SUBSTITUTIONS, BETTERMENTS AND APPURTENANCES OF WHATEVER DESCRIPTION OR NATURE WHETHER NOW OWNED OR HEREFTER ACQUIRED.

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☒ TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS

For Filing Officer Use

File No.

Date &

Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

OUELLETTE CLARENCE N.
OUELLETTE GAYE M.215 Pine Avenue, Severna Park, Maryland
215 Pine Avenue, Severna Park, Maryland

Name of Secured Party or assignee

No.

Street

City

State

DOMINION BANK OF MARYLAND,
National Association

7220 Wisconsin Ave., Bethesda, Md. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

(If affixed to realty—state value of each article)

CHECK IN THE LINES WHICH APPLY

2. ☐ If collateral in crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

Part of the

3. ☒ collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.SEE EXHIBIT "A" attached hereto and hereby incorporated by
reference4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

CLARENCE N. OUELLETTE (SEAL)

(Seal)
(Corporate, Trade or Firm Name)

GAYE M. OUELLETTE (SEAL)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)KATZ, FROME, SLAN & BLEICKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-1004

RETURN TO

12/80

BEING KNOWN AND DESIGNATED as Lot No. 149 as shown on the Plat of Section 3 Cape Arthur, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 5.

Bearing street address of: 215 Pine Avenue, Severna Park, Maryland 21146

EXHIBIT "B" PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, firings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

272527
BOOK 526 PAGE 85

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Moldrick, Mike Moldrick, Jerry 7813 Broadview Terrace Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) Chrysler First Financial Services Corporation 5550 Sterrett Place, Suite 205 Columbia, Maryland 21044	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1987 js-440-All Kawasaki Jet Ski Serial Number KAW00934C787		5. Assignee(s) of Secured Party and Address(es)
NOT SUBJECT TO RECORDATION TAX		
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
Filed with		

X Mike Moldrick
BY: [Signature]
Signature(s) of Debtor(s)

Chrysler First Financial Services Corporation
BY: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

272523

BOOK 526 PAGE 86

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Gardner, Robert E. 2316 231st Street Pasadena, Maryland 21122	Chrysler First Financial Services Corporation 5550 Sterrett Place, Suite 105 Columbia, Maryland 21044	RECORD FEE 12.00 POSTAGE .30 RECEIVED 04-27-88
4. This financing statement covers the following types (or items) of property: 1987 JS 550 Kawasaki Jet Ski-Serial Number KAW26462B787 NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
Filed with		

Robert E. Gardner _____ Chrysler First Financial Services Corp. _____
By Robert E. Gardner By _____
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 526 PAGE 87

*****CROSS INDEX INTO FINANCE*****

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 263256
Date of Filing 8/7/86 Record Reference Book 501 Page 461
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Kildruff, Richard J.	215	Magothy Beach Road	Pasadena, Maryland	21122
Kildruff, Anna M.				

Name of Secured Party or assignee	No.	Street	City	State
Griffith Consumers Company	2510	Schuster Dr.	Cheverly, Maryland	20781

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

Debtor(s) or assignor(s) _____ Griffith Consumers Co. (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)



RECORD FEE 10.00
POSTAGE .50
STATION 0712 R01 711704
04/27/88

2 13.50

501 10-431

526 10-88

203256

FINANCING STATEMENT

For Filing Officer Use

File No.

Date &

Hour

goods are
ne fixtures.CORDED IN
CORDSStatement is presented to a filing officer for filing pursuant to the Uniform
de.
(if any)

Debtor(s) or assignor(s)	No.	Street	City	State
Kilduff, Richard J.	215	Magorhy Beach Rd	Pasadena, Md	21122
Kilduff, Anna M	215	Magorhy Beach Rd	Pasadena, Md	21122

Name of Secured Party or assignee	No.	Street	City	State
GRIFFITH CONSUMERS	2510	Schustel Drive	Cheverly Md	20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Furnish and install one whirlpool 24000 Btu Vintage Heat pump
to include new thermostat, condensate pump, A coil, refrigerant
lines, and primary operating controls, also necessary wiring
from existing electrical panel.

RECEIVED 10-11-88
11:40 AM
10-11-88
11:40 AM
10-11-88
11:40 AM

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

☒ Richard J. Kilduff
Richard J. Kilduff

☒ Anna M. Kilduff
Anna M. Kilduff

(Type or print name under signature)

Griffith Consumers Company (Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Treasurer

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1988 NOV -7 PM 4:18 50

Mailed to Secured Party

12.50

A.M. 10
C. Kilduff

*****CROSS INDEX INTO FINANCE*****

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No. _____
Date & _____
Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement N25009 C345
Date of Filing 7/21/87 Record Reference Book 515 Page 19
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Walter, John W.</u>		<u>7553 Ridge Road</u>	<u>Hanover, Maryland</u>	<u>21076</u>
<u>Walter, Lore E.</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Company</u>		<u>2510 Schuster Dr.</u>	<u>Cheverly, Maryland</u>	<u>20784</u>

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

Debtor(s) or assignor(s)

Griffith Consumers Co. (Seal)
(Corporate, Trade or Firm Name)

Henry C. Griffith
Signature of Secured Party or Assignee

(Type or print name under signature)

Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)



② \$12.50

Law
Office

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)

Walter, John W. 7553 Ridge Road, Hanover, Maryland 21076
Walter, Lore E.

Name of Secured Party or assignee No. Street City State
Griffith Consumers Company 2510 Schuster Drive, Cheverly, Maryland 20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Installation of one Whirlpool Furnace-Burner Unit connected to existing heating system supply and retrain ducts in premises. Unit includes new oil burner connected to existing fuel oil tank and new primary operating controls.

RECORDED FEE 12.00
INDEXED FEE .50
JUL 21 1987

RETURN TO:

(If affixed to realty—state value of each article)

\$1344.00

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☒ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

X John W. Walter
X Lore E. Walter
Lore E. Walter

(Type or print name under signature)

Griffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Treasurer
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

12.50

FINANCING STATEMENT

BOOK 526 PAGE 91

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s):
 Address: TECHMATE COMPUTER SUPPLIES, INC.
 8205 B Cloverleaf Drive
 Millersville, MD 21108

272530

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: Metro Plaza One, 8401 Colesville Road
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
 ALL

4. Check the statements which apply, if any, and supply the information indicated:

☒ (If collateral is goods which are or are to become *fixtures*—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

all Goods, Equipment, Furniture and Supplies located on premises owned or occupied by Debtor.

RECORD FEE 11.00

POSTAGE .50

MD-2370 1343 NOT 11/15/22

PA 04/27/89

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s):
 TECHMATE COMPUTER SUPPLIES, INC.
 BY: Marc A. Resnick
Eugene M. Cleary
 (NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: Dennis Ortiz, Vice President
 (Type Name and Title)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

526 REC 92

Identifying File No.

272531

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 04/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

GORDON MITCHELL & DONALD MITCHELL T/A
Name MITCHELL LANDSCAPE & LAWN MAINT.

Address 7689 PINE HAVEN DR PASADENA XXXXX, MARYLAND XXXXX 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER

Address 41 DEFENSE HWY

ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 - NEW KUBOTA TRACTOR MN# L2250DT SN# 53156

1 - NEW KUBOTA MOWER MN# RC60-25 SN# 10909

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-813400

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

GORDON S. MITCHELL

X Gordon S. Mitchell
(Signature of Debtor)

MITCHELL LANDSCAPE & LAWN MAINT.

Type or Print Above Name on Above Line

X Donald A Mitchell
(Signature of Debtor)

DONALD A MITCHELL

Type or Print Above Signature on Above Line

Ray L. Smith

(Signature of Secured Party)

SCCY-TRES.

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

1356

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
ERRIC
702 PETERSBURG RD
DAVIDSONVILLE
219468332 AA

P MICHAEL
MD 21035

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
 (If Any) **01 APR 97**

FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No **483-403-255965**

Filed with **ANNE ARUNDEL MD**

Date Filed **01 APR 85**

5. ☐ CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

20 APR 88

TO

CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD

21403

DEERE CREDIT SERVICES INC.

By
 Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By
 Signature(s) of Secured Party(ies)

STANDARD FORM — FORM UCC-3

FILING OFFICER COPY — ALPHABETICAL

15 80

Manager, Processing
 John Deere Company

RECORD FEE 10.00
 POSTAGE .50
 REATED CTT FOR TLE40
 11/27/88

BL
 CLERK

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) JACKSON JAMES, SR 1283 BACON RIDGE RD CROWNSVILLE MD 21032 579465886 AA	2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE IND EQUIPMENT CO. P. O. BOX 65090 WEST DES MOINES IA 50265 FORM JOHN DEERE IND EQUIP CO MOBILE, IL	3. MATURITY DATE (If Any) 27 APR 90 FOR FILING OFFICER (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No **256471**
BK 484 PG 606
ANNE ARUNDEL MD Date Filed **29 APR 85**

Filed with _____

5. ☐ CONTINUATION The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above is still effective

6. ☒ TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above

7. ☐ ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10

8. ☐ AMENDMENT Financing Statement bearing file number shown above is amended as set forth in item 10

9. ☐ RELEASE Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above

10. _____

Number of Additional Sheets Presented **20 APR 88**

TO **CLERK OF CIRCUIT CRT**
*** UCC DIVISION**
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

RECORD FEE 10.00
POSTAGE .50
MDH&PD-BT77 RM 71340
04/27/88

By _____ Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By *[Signature]* Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC 3

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526 PAGE 95ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272532

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elite Total Skin & Body Care
Address 900 Richie Hwy. Suite 101 Severna Park, MD 21146

2. SECURED PARTY

Name Great Northern Funding Corp.
Address 11500 Rockfield Court Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1) C-60 Can Drink Machine s/n# 21119

Name and address of assignee	RECORD FEE	1.00
	POSTAGE	.50
	RECEIVED	02/27/99

02/27/99

TRUE LEASE NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Debbie Nash
(Signature of Debtor)Elite Total Skin & Body Care, Debbie Nash,
Type or Print Above Name on Above Line Owner

(Signature of Debtor)

Type or Print Above Signature on Above Line

David Sloan
(Signature of Secured Party)

(Signature of Secured Party)

Great Northern Funding Corp., David Sloan, Leasing
Type or Print Above Signature on Above Line Mgr.

1150

STATE OF MARYLAND

BOOK 526 PAGE 96

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 72533

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 ~~XXXXXX~~

Lessee:

Name PLEASURE MARINAS MANAGEMENT, INC.
Address 2116 Bay Front Terrace, Annapolis, MD 21401

2. SECURED PARTY

Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090Return
to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1)

American Pressure Washer with Hydro Sand
Blaster & Chemical Injector #4.8-2100-GR S/NName and address of Assignee
Continental Bank
16th & Locust Streets
3rd Floor
Philadelphia, PA 19102

"Total Receivable \$3,636.00 "

RECORD FEE 10.00

RECORD TAX 38.00

REGISTERED STATE 11/3/45

04/30/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Gerald Herson

Type or Print Above Name on Above Line

Gerald Herson Partner
PLEASURE MARINAS MANAGEMENT, INC.

Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

COUNTY OR CITY CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 97
Identifying File No. 72534

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAVOIE, Andrew J. Jr., D.D.S.
Address Arundel Plaza, 108 Old Solomons Is., Rd., Annapolis, MD 21403

2. SECURED PARTY

Name HPSC, INC.
Address 25 Stuart Street, Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"SECURED PARTY HAS THE COLLATERAL TO SELL, THEREFORE, IT IS EXEMPT FROM THE RECORDATION TAX."

- 1 HCO LT 6 D COMPRESSOR SN 2871073
2 DENTECH C-710 HDPC CONTROL SN.15262
NO SALE IS AUTHORIZED

Name and address of Assignee

RECORD FEE 11.00

MDOT900 CTTT P01 7/27/89

W/ 04/27/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X *Andrew J. Lavoie Jr. D.D.S.*
(Signature of Debtor)

ANDREW J. LAVOIE, JR., D.D.S.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Polow

(Signature of Secured Party)

HPSC, INC.

Type or Print Above Signature on Above Line

11



526 98

272535

Financing Statement

The Brookdale Apartments
A Limited Partnership

COPY FOR FILING

- ☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$ _____
☐ To Be Recorded in Land Records of _____

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel Co., Maryland

NAME	ADDRESS
1. Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Road; Glen Burnie, MD 21061
	and 2040 S. Hamilton Road; Columbus, OH 43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A^{4B} attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

CARDINAL INDUSTRIES, INC.

By: Dennis L. StoughBY: Robert A. GuirlingerType Name Dennis L. StoughRobert A. GuirlingerTitle Assistant Vice-PresidentVice-President/General Manager

Type or Print Name and Title of Each Signature

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

BROOKDALE APARTMENTS
OF HENRICO COUNTY
A LIMITED PARTNERSHIP

FINISHED BUILDING COMPONENTS CONSISTING OF 104 UNITS:

29 (TWENTY-NINE) STUDIO	S/N 4456, 4459, 4465, 4467, 4470, 4473, 4479, 4482, 4485, 4488, 4491, 4494, 4500, 4507, 4510, 4513, 4516, 4519, 4522, 4527, 4530, 4533, 4536, 4539, 4542, 4545, 4548, 4553, 4556.
60 (SIXTY) 1-BEDROOM	S/N 4454, 4455, 4460, 4461, 4463, 4464, 4468, 4469, 4471, 4472, 4474, 4475, 4477, 4478, 4480, 4481, 4483, 4484, 4486, 4487, 4489, 4490, 4492, 4493, 4495, 4496, 4498, 4499, 4501, 4502, 4505, 4506, 4508, 4509, 4511, 4512, 4514, 4515, 4517, 4518, 4520, 4521, 4525, 4526, 4528, 4529, 4530, 4534, 4535, 4537, 4538, 4540, 4541, 4543, 4544, 4546, 4547, 4549, 4551, 4552
2 (TWO) 1-BEDROOM B.F.	S/N 4503, 4505
5 (FIVE) 1-BEDROOM TOLLIVER	S/N 4457, 4458, 4531, 4554, 4555
2 (TWO) 2-BEDROOM	S/N 4466, 4523
4 (FOUR) 2-BEDROOM M.S.	S/N 4462, 4476, 4497, 4550
1 (ONE) LAUNDRY	S/N 4524
1 (ONE) MANAGER'S APT W/OFF	S/N 4557



526 PAGE 101

Financing Statement

273536
COPY FOR FILING

- ☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$ _____
☐ To Be Recorded in Land Records of

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel Co., Maryland

NAME	ADDRESS
1. Debtor(s)	City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Road, Glen Burnie, MD 21061
	and 2040 S. Hamilton Road, Columbus, OH 43232
	and Edwin Miller Blvd., Martinsburg, WV 25401

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule A^{4B} attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Cardinal Industries Inc.

By: Dennis L. Stough

By: Joseph V. Collins

Type Name Dennis L. Stough

Joseph V. Collins

Title Vice President

Vice President/Mortgage Co.

Type or Print Name and Title of Each Signature

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

The Martinsburg Edwin Miller Inn

Finished Building Components consisting of 65 units:

47 (Forty- seven)	2-Bed	S/N 3865-3867, 3869-3872, 3874-3881 3883-3885, 3887-3889, 3891-3893, 3901-3903, 3905-3908, 3910-3914, 3916-3919, 3921-3923, 3925-3928
6 (six)	1-Bed Sofa Eff.	S/N 3894, 3898, 3904, 3909, 3915, 3920
1 (one)	1-Bed B.F.	S/N 3890
5 (five)	1-Bed	S/N 3895-3997, 3899-3900
1 (one)	Linen	S/N 3924
1 (one)	Laundry	S/N 3882
1 (one)	Folding	S/N 3886
1 (one)	Reception/Office	S/N 3873
1 (one)	Managers Apartment	S/N 3864
1 (one)	Conference Room	S/N 3868



272537
Financing Statement

500 526 1111
COPY FOR FILING

- ☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records of _____

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other A.A. Co.

NAME	Street	City	State
1. Debtor(s)			
<u>Cardinal Industries, Inc. 333 S. Hammonds Ferry Road; Glen Burnie, MD 21061</u> <u>and 2040 S. Hamilton Road; Columbus, OH 43232</u>			

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check ☒ one or more boxes as applicable:

- ☐ All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☐ Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- ☐ Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- ☐ Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- ☒ Other - All of the property of the Debtor described on Schedule ^{4B}A attached hereto and made a part hereof by reference.
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: _____

Type Name Dennis L. Stough

Title Assistant Vice-President

Joseph V. Collins

Vice-President/Mortgage Co.

Type or Print Name and Title of Each Signature

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detain and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

Finished building components consisting of 65 units:

6 (Six)	1-Bed	S/N	4151 - 4153, 4155, 4157
3 (Three)	1-Bed B.F.	S/N	4146 4148
5 (Five)	Bed-sofa Studio	S/N	4112, 4117, 4132, 4137, 4142
45 (Forty-five)	2-Bed	S/N	4094-4097, 4099-4106, 4108-4111, 4113-4116, 4118-4121, 4123-4126, 4128-4131, 4133-4136, 4138-4141, 4143-4145, 4149-4150
1 (One)	Conference Room	S/N	4107
1 (One)	Reception/Office	S/N	4098
1 (One)	MNGRS APT.	S/N	4158
1 (One)	Laundry	S/N	4122
1 (One)	Folding	S/N	4127
1 (One)	Linen	S/N	4154

Anne Arundel County

STATE OF MARYLAND

526 PAGE 107

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192675

RECORDED IN LIBER 333 FOLIO 337 ON 2-26-75 (DATE)

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated

Address 1991 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name General Electric Credit Corporation

Address P.O. Box 19187

Jacksonville, FL 32245-9187

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ XX
(Indicate whether amendment, termination, etc.)

AMENDMENT

Please amend to include but not limited to:
8309 Sherwick Ct., Jessup, MD

Please amend Debtor's tradestyle to:
Annapolis Bendix Sales & Service, Incorporated
D/B/A F & B Appliance

Annapolis Bendix Sales & Service, Incorporated
D/B/A F & B Appliance

Dated

4-7-88

(Signature of Secured Party)

General Electric Credit Corporation

Type or Print Above Name on Above Line

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1 DEBTOR(S) and Address(es) Commerce Printing Company, Inc. 7513 Connelley Drive, Suite E Hanover, MD 21076	2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

☒ C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

☐ E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md)

Principal amount of debt initially incurred is: \$

Commerce Printing Company, Inc.

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

By: X Steven M. Wienecke

Steven M. Wienecke

(Type Name)

By: X Leroy A. Bell

Leroy A. Bell, President

By: X Ronald Kimery

Ronald Kimery, Sec. X Treas.

April 20, 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

STATE OF MARYLAND 526 100

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260914
RECORDED IN LIBER 496 FOLIO Pg. 94 & 95 ON 3/20/86 (DATE) *Anne Arundel County*

1. DEBTOR

Name Jim's Air Tools & Equipment of Baltimore, Inc.
Address 823 Fairview Avenue, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Atlas Copco Roctec Inc.
Address 70 Demarest Drive, Wayne, N.J. 07470

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Assigned to: Atlas Copco, Inc., 161 Lower Westfield Road, Holyoke, MA 01040

All Atlas Copco inventory now owned or hereafter acquired and all proceeds derived from the sale or other disposition of this inventory per the attached statement of collateral.

Dated February 28, 1988

Michael Gogulski
(Signature of Secured Party)
Michael Gogulski
Type or Print Above Name on Above Line

1050

~~Atlas Copco~~ Atlas Copco

526 110

STATEMENT OF COLLATERAL

THE DEBTOR HEREBY GRANTS TO THE SECURED PARTY A SECURITY INTEREST IN AND TO THE FOLLOWING COLLATERAL:

1. ALL OF THE DEBTOR'S INVENTORY OF PRODUCTS MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATES OF THE SECURED PARTY AND ANY PRODUCTS SUPPLIED BY OR THROUGH THE SECURED PARTY OR ANY AFFILIATE, WHETHER NOW OWNED OR HEREAFTER ACQUIRED. SUCH PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO, PORTABLE AND STATIONARY COMPRESSORS, WHETHER COMPLETELY ASSEMBLED OR IN COMPONENT PARTS, AIR TOOLS, AIR AND HYDRAULIC ROCK DRILLING EQUIPMENT, EITHER TRACKED OR WHEELED, MINING SHUTTLE CARS AND ENGINES, PAVEMENT BREAKERS, AIR CONSTRUCTION TOOLS, DRILL STEEL, DRILL BITS, SPARE PARTS AND ACCESSORIES.
2. ALL ACCOUNTS RECEIVABLE OF THE DEBTOR ARISING FROM ITS SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE INVENTORY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ALL LIENS, SECURITIES, GUARANTEES, REMEDIES AND PRIVILEGES PERTAINING THERETO, TOGETHER WITH ALL RIGHTS AND LIENS OF THE DEBTOR RELATING THERETO.
3. ALL PROCEEDS FROM ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PAYABLE BY REASON OF THE LOSS, DAMAGE OR DESTRUCTION OF ANY ITEM OF THE INVENTORY.

Address
P.O. Box 431
161 Lower Westfield Rd.
Holyoke, MA 01041-0431

Telephone
(413) 536-0600

Telex
955325
951719

Telefax
(413) 536-0091

Clerk of the Circuit Court
ANNE ARUNDEL COUNTY
P.O. Box 71
Annapolis, Maryland
21404

526 111

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 245741
RECORDED IN LIBER 457 FOLIO 577 ON 01/10/83 (DATE).

2. Name and address of Debtor(s) Glenn P. Smith T/A Eastern Excavating & Grading 6036 Clarks Station Road Severn, Anne Arundel Co., Md. 21144	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Md. 21093
---	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. ☐ OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated

(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C. & J. Ventures, Inc.Address 7152 Ritchie Highway, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Dunkin' Donuts IncorporatedAddress Post Office Box 317, Randolph, Massachusetts 02368Susan Rombola, Dunkin' Donuts Incorporated, P.O. Box 317, Randolph, MA 02368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1998

4. This financing statement covers the following types (or items) of property: (list)

NONFIXTURE-

All of the machinery and equipment including signs now and hereafter located at the Dunkin' Donuts shop premised at 7152 Ritchie Highway, Glen Burnie, Maryland 21060.

(Filed with Anne Arundel County Clerk).

PC #595

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Charles B. Roth

(Signature of Debtor)

C. & J. Ventures, Inc.Charles B. Roth, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles J. Bennett

(Signature of Secured Party)

Dunkin' Donuts IncorporatedCharles J. Bennett, Director of Finance

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

272613

Identifying File No.

526 113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cross Beam Partners

Address 7845 Oakwood Road, Suite 200, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The Bank of Glen Burnie

Address P. O. Drawer 70, 101 Crain Highway, S. E.

Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) OSF-2 Primary Care Signoidofiberscope SR#2805832
(1) CLK-3 Simplified Light Source SR#7851202
(1) Leakage Tester
(1) Medilog Automatic Scanning and Reporting System with Video Display Terminal

- (4) Medilog 24 Hour Recorders - SN: 4310521, 4310516, 4310522, 4310513

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Cross Beam Partners

maie kylan
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

Stephen G. Boyd, Senior
(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR V. PRESIDENT

Type or Print Above Signature on Above Line

MCB/03-28-88
2886t

526-111
272011

To be recorded in the
State Department of Assessments
and Taxation;
Financing Statement Records of
of Anne Arundel County, Maryland

Not subject to
recordation tax

This Financing Statement gives notice of a security interest in collateral located in Lancaster County, Pennsylvania owned by Debtor.

FINANCING STATEMENT

1. Debtor:

Address of Debtor:

ROUTE 30 LIMITED PARTNERSHIP,
a limited partnership
organized and existing under
the law of Maryland,

Emory-Hill-McConnell Associ-
ates, Inc.
7240 Parkway Drive
Hanover, Maryland 21076

2. Secured Party:

Address of Secured Party:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, a banking
corporation organized and
existing under the law of
Maryland,

Two Hopkins Plaza
Baltimore, Maryland 21201
Attn: Bruce T. Hughes,
Senior Vice President

3. This Financing Statement covers all of the Debtor's
right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the

1330

MCB/03-28-88
2886t

526 115

operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a mortgage and security agreement of even date herewith and given by the Debtor to the Secured Party, and recorded or intended to be recorded among the Land Records of Lancaster County, Pennsylvania, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County, which is more particularly described in the said mortgage and security agreement.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Mortgage Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$3,450,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtors performance of its obligations under the provisions of such Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1983 edition, as amended).

Debtor:

ROUTE 30 LIMITED PARTNERSHIP,
a limited partnership organized and existing under the law of Maryland

Secured Party:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, a banking corporation organized and existing the law of Maryland

By: Emory Holdings II Limited Partnership

By: R. Clayton Emory (SEAL)
R. Clayton Emory,
General Partner

Date: March 28, 1988

526 PAGE 116

272615

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Tag Door Company Inc.
2309 East 4th Avenue
P.O. Box 09551
Bexley, Ohio 43209

Society Bank
88 E. Broad Street
Columbus, OH 43215

RECORD FEE \$1.00

POSTAGE 70

RECEIVED CIVIL DIVISION

4 This financing statement covers the following types (or items) of property:

ALL Account Receivable, Inventory, and Equipment now owned or hereafter acquired more fully described in attached Exhibit A.

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered No. of additional sheets presented: 1
☒ This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: Anne Arundel City Recorder

This instrument prepared by Society Bank

Tag Door Company, Inc.

By: Thomas A. Givens
Signature(s) of Debtor(s)

Society Bank

By: J. C. McLeod
Signature(s) of Secured Party(ies)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

FILING OFFICER COPY - ALPHABETICAL

ACCOUNTS RECEIVABLE, INVENTORY
AND EQUIPMENT BLANKET

526 117

EXHIBIT A

This exhibit describes the property to be included in "Collateral" referred to in a Security Agreement, and in any financing statement, delivered by TAG DOOR COMPANY, INC. ("Borrower") to SOCIETY BANK, 88 East Broad Street, Columbus, Ohio 43215 ("Bank") to which this exhibit is attached, to wit:

- (1) All accounts, accounts receivable, contract rights, chattel paper and all other obligations and receivables now owned or hereafter acquired by Borrower, whether now existing or hereafter arising, and the proceeds thereof;
- (2) All inventory, goods, merchandise, goods in process, finished goods and other tangible personal property, now owned or hereafter acquired, and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Borrower's business, including any products thereof, and in contract rights with respect thereto, and the proceeds of both; and
- (3) All machinery, equipment and tangible personal property of every kind and description, now owned or hereafter acquired by Borrower, except motor vehicles, and used in its place of business located at see locations listed below together with all replacements, accessions, substitutions and additions, now or hereafter installed therein or affixed thereto, and the proceeds thereof.
 - (a) 2309 East 4th Avenue
Columbus, Franklin, Ohio 43219
 - (b) 675 Hickman Circle
Sanford, Bolusia, Florida 32771
 - (c) 370H Great Southwest Parkway
Atlanta, Fulton, Georgia 30336
 - (d) 190H Penrod Court
Glen Burnie, Anne Arundel, Maryland 21061

301-280-1397

526 118

272616

THE FINANCING STATEMENT is prepared in accordance with the Uniform Commercial Code.		Manually fill in (UCC)
Debtor (Name, Address, and Telephone)	Secured Party (Name and Address)	For Filing (Date, Time, Number, and Filing Office)
Kuehne & Nagel, Inc. One World Trade Center New York, Ny 10048 New York County 4144-90179	Hewlett Packard Company Finance & Remarketing Div. 331 E. Evelyn Ave. Mountain View, Ca 94041	
4. This financing statement covers the following types of property: Hewlett-Packard Equipment per the attached Equipment Schedule **Debtor has authorized Secured Party to File. Proceeds of collateral are covered Equipment location: Bristol Business Center 7483 H Candlewood Road Linthicum heights, MD 21090 Ann Arundel County Not subject to recordation tax.		RECORD FEE 17.00 4144-90179 07-17-90 11:4107 Assignment of Secured Party and Address
This document is filed without the debtor's signature or signature of authorized agent in custody of the filing office.		
<input type="checkbox"/> Debtor subject to a security interest in collateral which it was bought by the debtor. <input type="checkbox"/> Debtor is a party to the original document and has agreed in writing to security interest was perfected. <input type="checkbox"/> Debtor is a party to the original document and has agreed in writing to security interest was perfected.		
Kuehne & Nagel, Inc. By Hewlett Packard Co, Its Attorney in Fact		Hewlett-Packard Company
By: <i>[Signature]</i>		By: <i>[Signature]</i>
STANDARD FORM - FORM UCC-1.		

HEWLETT-PACKARD

OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

800-526-1119

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Lease Agreement # 4144-90179
Ref: Master Lease Agreement # 4144-44020

LESSOR TAX ID # 94-1081436

LESSEE KUEHNE & NAGEL, INC.

One World Trade Center

New York

New York

New York

10048

Jim Cameron (212) 466-2671

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

BRISTOL BUSINESS CENTER
Street 7483 "H" Candlewood Road

City Linthicum Heights

County Ann Arundel

State MD.

Zip 21090

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

☒ Master Lease Agreement # 4144-44020

☒ HP Product Warranty, Form # MASTER#4144-44020

☐ Purchase Discount Agreement #

☒ HP Software Terms, Form # MASTER#4144-44020

☒ Certification

The following Exhibits checked below are attached hereto and made a part of this Agreement:

☒ Early Buyout Schedule dated 3/01/88

Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 48 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 273.51 ~~per month~~ ^{per quarter}, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 3,890.00.

5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for: (CHECK ONE)

☒

Net Price of Equipment To Be Purchased	x	Amount to Finance	Sixty-five percent (65%) of the
Total Net Price of Equipment			less monthly Rents Received

OR

☐ the then Fair Market Value of each item of Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

Net Price of Equipment to be Renewed	x	Original Monthly Payment
Total Net Price of Equipment		

(iii) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

* per quarter,

100 526 120

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (ii) above by providing Lessor with sixty (60) days prior written notice. Sixty-five percent (65%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

6. Early Buyout Option: At its option beginning with the thirteenth (13th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above-referenced Early Buyout Schedule.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------------	--------------------	----------------------	--------------------------

SEE ATTACHED EQUIPMENT SCHEDULE

NET PRICE — HARDWARE	\$3,890.00
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	\$3,890.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	\$3,890.00

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____
Authorized Signature

NAME/TITLE: _____

DATE: _____

LESSEE: RUEHNE & NAGEL, INC.

BY: X _____
Authorized Signature

NAME/TITLE: P. Messerli, V.P. Finance

DATE: 3/30/88



FRD/OL 3-87

EQUIPMENT SCHEDULE: KUEHNE & NAGEL, INC.

LEASE #: 4144-90179

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
1	C1001A	HP 700/92 TERMINAL	895.00	0.00%	895.00	895.00
1	OPT ABA	U.S KIT	0.00	0.00%	0.00	0.00
1	OPT W03	WARRANTY OPTION	0.00	0.00%	0.00	0.00
1	2934A	IMPACT PRINTER	2995.00	0.00%	2995.00	2995.00

NET PRICE-HARDWARE	3890.00
NET PRICE-SOFTWARE	0.00

TOTAL NET PRICE EQUIPMENT	3890.00
OTHER COSTS	0.00
LESS DOWN PAYMENT	0.00
	=====
AMOUNT TO FINANCE	3890.00

STATE OF MARYLAND

BODY

526 PAGE 122

277017

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

Conditional Sales Contract NOT SUBJECT TO RECORDATION TAX
This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VILLA VENEZIA PIZZARIA RESTAURANT, INC.

Address 64 Mountain Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name IANNELLI LEASING CORPORATION

Address One Jocama Blvd. Old Bridge, NJ 08857

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All new equipment more fully described on
EXHIBIT "A" (SCHEDULE OF EQUIPMENT)
attached hereto and made a part hereof

Name and address of Assignee

Midlantic National Bank/Merchants
60 Neptune Blvd.
Neptune, NJ 07753

RECORD FEE 11.00

424P140 5777 P01 T14410

04/27/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

TESTAGE .50

424P150 5777 P01 T14410

04/27/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

VILLA VENEZIA PIZZARIA RESTAURANT, INC.

Type or Print Above Name on Above Line

Rosario Montevago

(Signature of Debtor)

Rosario Montevago

Type or Print Above Signature on Above Line

IANNELLI LEASING CORPORATION

R. Eding (Signature of Secured Party)

R. Eding V.P.

Type or Print Above Signature on Above Line

One Locama Boulevard
Old Bridge, New Jersey 08857
(201) 591-0700
Telecopier (201) 591-0406



526-123
IANNELLI
LEASING
CORPORATION

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Page 1 of 1

Lease Number _____

Lease Dated 12/9/87

Forming a part of the lease agreement between IANNELLI LEASING CORPORATION as Lessor,
and VILLA VENEZIA PIZZARIA RESTAURANT, INC. as Lessee.

Leased Equipment shall be located at 64 Mountain Road, Glen Burnie, MD 21061
CAREY DISTRIBUTORS INVOICE NUMBERS 18437 & 18438:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Dunnage Rack 4'
1 Lot	(11) 24 x 36 Butcher Block Tables (3) 24 x 36 Butcher Block Tables
1	84 x 24 Butcher Block Counter
50	Bentwood Upholstered Chairs
1	Bally 30 x 60 Maple Top Table
1	Ventilation package with fans and fire system
1	Eagle 2 Bulb Heat Lamp
1	Eagle 30 x 36 S/S Grill Stand
1	Eagle 24 x 60 S/S Worktable
2	Metro 12 x 36 Wall Shelves
1	Duke Salad Bar Model #1438 with ABl-41 sneeze guard
1	Eagle 1220 Food Warmer

Lessor: IANNELLI LEASING CORPORATION

By: R. J. [Signature]

Title V.P.

Lessee: VILLA VENEZIA PIZZARIA RESTAURANT, INC.

By: Roberto Montoya

Title President

BOOK 14182

272539

526 124

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Walter Enterprises I, Inc. 2633 Old Annapolis Rd. Hanover, MD 21076	Marinebank Leasing Co. 111 E. Wisconsin Ave. Milwaukee, WI 53202	RECORD FEE 11.00 RECORD TAX 199.50 POSTAGE .50

4. This financing statement covers the following types (or items) of property:

3 40-500 BACE Engine Analyzer ~~SNA# 1163384/1163379/1163384~~
1 40-550 BACE Engine Analyzer ~~SNA# 0463504/0363040~~
Recordation Tax Due
Anne Arundel Court
Princ. Amt. \$28,399.00 Amt. Pd. \$199.50
"This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described herein."
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

5. Assignee(s) of Secured Party and Address(es)
Marine Bank, N.A.
111 E. Wisconsin Ave.
Milwaukee, WI 53202

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Walter Enterprises I, Inc.

By: [Signature] 3/25/88
Signature(s) of Debtor(s)By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-9

MARYLAND FINANCING STATEMENT

526 125

(xx) Not Subject to Recordation Tax (C/S/C)

272510

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Mike, Inc. T/A Mike's Auto Parts
7463 Ridge Road (Name or Names) Hanover, Maryland 21076
 (Address) CPSL 2613
 LESSEE _____
 (Name or Names) _____
 (Address) _____
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
 of LESSOR _____
 (Name or Names) 2001 E. Joppa Road Baltimore, Maryland 21234
 (Address) _____

4. This financing Statement covers the following types (or items) of property:

One - ATS Southwestern Bell Telephone System c/w 1 - Key Service Unit w/4 C. O. Lines, 3 Stations,
 3 - FS800 Key Telephones, 1 - Extra Jack, 1 - Loudspeaker Horn, 1 - Power Surge Unit

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE

Mike, Inc. T/A Mike's Auto Parts

By: _____

Michael J. Loher

(Title)
Pres.

(Type or print name of person signing)

By: _____

(Title)

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: _____

Brian G. Connolly

(Title)

(Type or print name of person signing)

Return to:

8767 SATYR HILL ROAD
 BALTIMORE, MD 21234

12.50

MARYLAND FINANCING STATEMENT

272511

526 p. 126

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pamela Metz T/A Professional Practice Consultants
(Name or Names)

110 West St Annapolis, Maryland 21404
(Address)

LESSEE Pamela Metz T/A Professional Practice Consultants

110 West Street (Name or Names) Annapolis, Maryland 21404

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
Of LESSOR (Name or Names)

2001 E. Joppa Road Baltimore, Maryland 21234

(Address)

4. This financing Statement covers the following types (or items) of property:

(1) Toshiba 3110 Copier

NA 787828

RECORD FEE 12.00

POSTAGE .50

RECEIVED 07/17/89 11:41:12

06/27/89

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Pamela Metz t.a. Professional Practice Consultants

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Pamela Metz (Title)

By: Brian G. Connelly Manager (Title)

Pamela Metz Owner
(Type or print name of person signing)

Brian G. Connelly
(Type or print name of person signing)

By: _____ (Title)

Return to:

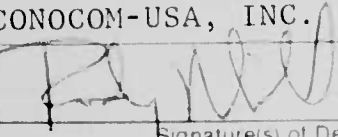
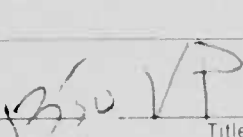
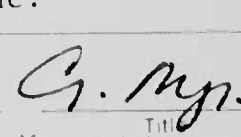
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1750

526 127

272512

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any): XX
1. Debtor(s) (Last Name First) and address(es): ECONOCOM-USA, INC. XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX 4385 Poplar Ave. Memphis TN 38117	2. Secured Party(ies) and address(es): U S WEST Financial Services, Inc. 11600 College Boulevard Suite 200 Overland Park KS 66210	For Filing Officer (Date, Time, Number, and Filing Office):
4. This financing statement covers the following types (or items) of property: See Item 4 on "attachment to UCC-1: Econocom-USA, Inc. Debtor; U S WEST Financial Services, Inc., Secured Party" which is hereby incorporated herein by reference and hereby made a part hereof. Jones Intercable, Inc. Equipment Schedule No. 40 Maryland Recordation tax is not required.true lease		5. Assignee(s) of Secured Party and Address(es): N/A
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with:
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 2		
ECONOCOM-USA, INC.		U S WEST Financial Services, Inc.
By:  Rodney Newbill	 Judy Downard	 G. Myr
Signature(s) of Debtor(s)	Title	Signature(s) of Secured Party(ies)
Vice President		Credit Manager

STANDARD FORM - FORM UCC-1

A T T A C H M E N T

526 128

TO UCC-1: ECONOCOM-USA, INC., Debtor;
U S WEST FINANCIAL SERVICES INC., Secured Party

Item 4. This financing statement covers the following types
(or items) of property:

All of Debtor's right, title and interest in and to
the following (including but not limited to each item of
equipment described on Schedule "A" a copy of which is
attached to and incorporated herein by reference):

a. Equipment: Each item of equipment described on Schedule "A" hereto (collectively, the "Equipment").

b. Lease: The Equipment is leased by Debtor, as Lessor, under the Equipment Schedule No. 40 to Master
Lease Agreement, dated August 15, 1986 (the "Lease"), to the Lessee named below.

Lessee: Jones Intercable, Inc.
Address: 9697 E. Mineral Ave.
Englewood, CO 80112
Location of Equipment: See attached Schedule "A"

c. Lease Payments: All rental payments and other amounts payable by the Lessee under the Lease or
pursuant to any guaranty thereof, from and after the date of such Security Agreement ("Lease Payments").

(d) Accessions: all Accessions (as defined in Section 314
(1) of Article Nine of the Uniform Commercial Code as in
effect in the State of Colorado from time to time,
provide that, notwithstanding its exclusion under such
definition, any additional equipment leased by Debtor to
a Lessee in order to upgrade or enhance the capacity or
existing capability of Equipment shall also constitute
an Accession for purposes of this Agreement) leased by
Debtor pursuant to an amendment or modification to such
Lease in accordance with Section 5(b) hereof, and

(e) Proceeds: All rents, issues, profits, products and
proceeds of any of the foregoing and of any insurance
required under the Lease or any agreement between Debtor
and Secured Party.

(The date of the Security Agreement referred to in
paragraph C above is March 18, 1988.)

526 129

SCHEDULE "A"
JONES INTERCABLE, INC.
EQUIPMENT SCHEDULE NO. 40

Item No.	Mfr.	Qty	Machine	Description	Serial No.
1.	ESP	4	ADM4/2	Color Work Station	2720878-2, 2720885-2 2720644-2, 2720258-2
2.	PAR	2	PD87 24-28	24-28 Port Upgrade Kit	
3.		1		100' CRI Cable	

LOCATION: Jones Intercable, Inc.
815 Route 3
Gambrills, MD 21054 ,

2005-10

3 Maturity date (if any): yy

7 Secured Parties and addresses:

U S WEST Financial Services, Inc.

1600 College Boulevard

Suite 200

Overland Park KS 66210

For Filing Officer, Date, Time
Number, and Filing Office:

5 Assignee(s) of Secured Party and Address(es)

N/A

Jones Intercable, Inc. Equipment Schedule No. 42

Maryland Recordation tax is not required.-true lease

Filed with

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

U S WEST Financial Services, Inc.

By:

Signature(s) of
Rodney Newbill

Vice President

Title

9

Judy ^{Signature} Downer

Secured Parties)

Time

A T T A C H M E N T

526 131

TO UCC-1: ECONOCOM-USA, INC., Debtor;
U S WEST FINANCIAL SERVICES INC., Secured Party

Item 4.

This financing statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the following (including but not limited to each item of equipment described on Schedule "A" a copy of which is attached to and incorporated herein by reference):

a. Equipment: Each item of equipment described on Schedule "A" hereto (collectively, the "Equipment").

b. Lease: The Equipment is leased by Debtor, as Lessor, under the Equipment Schedule No. 42 to Master Lease Agreement, dated August 15, 1986 (the "Lease"), to the Lessee named below.

Lessee: Jones Intercable, Inc.

Address: 9697 E. Mineral Ave.

Englewood, CO 80112

Location of Equipment: See attached Schedule "A"

c. Lease Payments: All rental payments and other amounts payable by the Lessee under the Lease or pursuant to any guaranty thereof, from and after the date of such Security Agreement ("Lease Payments").

(d) Accessions: all Accessions (as defined in Section 314 (1) of Article Nine of the Uniform Commercial Code as in effect in the State of Colorado from time to time, provide that, notwithstanding its exclusion under such definition, any additional equipment leased by Debtor to a Lessee in order to upgrade or enhance the capacity or existing capability of Equipment shall also constitute an Accession for purposes of this Agreement) leased by Debtor pursuant to an amendment or modification to such Lease in accordance with Section 5(b) hereof, and

(e) Proceeds: All rents, issues, profits, products and proceeds of any of the foregoing and of any insurance required under the Lease or any agreement between Debtor and Secured Party.

(The date of the Security Agreement referred to in paragraph C above is March 18, 1988.)

SCHEDULE "A"
JONES INTERCABLE, INC.
EQUIPMENT SCHEDULE NO. 42

526 132

<u>Item No.</u>	<u>Mfr.</u>	<u>Qty</u>	<u>Machine</u>	<u>Description</u>	<u>Serial No.</u>
1.	ESP	4	ADM4/2	Color Work Station	2721959-2, 2721957-2, 2721953-2, 2721946-2
2.	IMC	1	I930-Read	Barcode Reader	N 23871
3.	IMC	1	I930-Wand	High Resolution Wand	N 23872
4.	PAR	2	PD87-24-28	28-32 Port Upgrade Kit	F 21573, F 21574

LOCATION: Jones Intercable, Inc.,
815 Route 3
Gambrills, MD 21054

526 133

272544

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here ☐

This financing statement Dated April 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DYNAMIC WAREHOUSE FOODS, INC., t/a KASH & KARRY
Address 6623 Governor Ritchie Highway North, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.
Address 8920 Pershall Road, Hazelwood, Missouri 63042
Terry D. Weiler, Esquire, P. O. Box 6895, Wyomissing, Pennsylvania 19610
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

See attached sheet

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☒ (Products of collateral are also covered)

DYNAMIC WAREHOUSE FOODS, INC. t/a KASH & KARRY
BY: H. Scott Scherr

(Signature of Debtor)
H. Scott Scherr

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WETTERAU INCORPORATED, WETTERAU FINANCE CO., &
WETTERAU FOODS SERVICES, INC.

BY: Frank D. Manetta
(Signature of Secured Party)

Frank D. Manetta
Type or Print Above Signature on Above Line

12.80

Debtor:

DYNAMIC WAREHOUSE FOODS, INC.,
t/a KASH & KARRY
6623 Governor Ritchie Highway North
Glen Burnie, Maryland 21061

526 Party: 131
Secured Party:

WETTERAU INCORPORATED, WETTERAU
FINANCE CO., & WETTERAU FOODS
SERVICES, INC.
8920 Pershall Road
Hazelwood, MO 63042

(a) all inventory, including all goods and merchandise held for sale, lease, rental, or resale, or for use or consumption in business, or otherwise, or furnished or to be furnished under the contracts of service, including, without limitation, all groceries, meats, poultry, seafood, fresh produce, bakery goods, frozen foods, dairy products, candy, cigars, cigarettes, tobacco, alcoholic and non-alcoholic beverages, drugs, notions, sundries, health and beauty aids, and store supplies; and

(b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools, parts and motor vehicles, now owned or hereafter acquired and used or usable in business, together with all additions or accessions thereto and renewals, replacements or substitutions therefor; and

(c) all accounts, including all present and future evidences of or rights to payment due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether by whole-sale or retail and whether from inventory or otherwise) or services rendered, regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the disposition of inventory, equipment or otherwise; and

(d) all general intangibles, now existing or hereafter acquired or arising; and

(e) the cash and non-cash proceeds, products, rents and profits of the foregoing, immediate and remote.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here ☒

This financing statement Dated April 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DYNAMIC WAREHOUSE FOODS, INC., t/a KASH & KARRY
Address 6623 Governor Ritchie Highway North, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.
Address 8920 Pershall Road, Hazelwood, Missouri 63042
Terry D. Weiler, Esquire, P. O. Box 6895, Wyomissing, Pennsylvania 19610
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached sheet

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

6623 Governor Ritchie Highway North, Glen Burnie, Anne Arundel County, Maryland 21061

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

DYNAMIC WAREHOUSE FOODS, INC. t/a KASH & KARRY
BY: H. Scott Scherr

(Signature of Debtor)

H. Scott Scherr

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.

BY: Frank D. Manetta

(Signature of Secured Party)

Frank D. Manetta

Type or Print Above Signature on Above Line

Debtor:

DYNAMIC WAREHOUSE FOODS, INC.,
t/a KASH & KARRY
6623 Governor Ritchie Highway North
Glen Burnie, Maryland 21061

Secured Party:

WETTERAU INCORPORATED, WETTERAU
FINANCE CO., & WETTERAU FOODS
SERVICES, INC.
8920 Pershall Road
Hazelwood, MO 63042

526 136

(a) all inventory, including all goods and merchandise held for sale, lease, rental, or resale, or for use or consumption in business, or otherwise, or furnished or to be furnished under the contracts of service, including, without limitation, all groceries, meats, poultry, seafood, fresh produce, bakery goods, frozen foods, dairy products, candy, cigars, cigarettes, tobacco, alcoholic and non-alcoholic beverages, drugs, notions, sundries, health and beauty aids, and store supplies; and

(b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools, parts and motor vehicles, now owned or hereafter acquired and used or usable in business, together with all additions or accessions thereto and renewals, replacements or substitutions therefor; and

(c) all accounts, including all present and future evidences of or rights to payment due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether by wholesale or retail and whether from inventory or otherwise) or services rendered, regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the disposition of inventory, equipment or otherwise; and

(d) all general intangibles, now existing or hereafter acquired or arising; and

(e) the cash and non-cash proceeds, products, rents and profits of the foregoing, immediate and remote.

526 137

Anne Arundel Co.
1-999B-C-02-05453-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272516

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ 42,000.00

If this statement is to be recorded
in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$294.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Jackson and Hayden Enterprises, Inc.

Address 667 Clark Road Jessup, MD 20794

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Jackson and Hayden Enterprises, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY P. KIMMEL, ADMIN. V.P.

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 20th day of April 1988 by and between
Jackson and Bayden Enterprises, Inc., having its principal place of business at
607 Clark Road, Essex, MD 20759
 Mortgagor and CREDIT ALLIANCE CORPORATION Mortgagee

WITNESSETH

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations hereinafter defined of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same (with Mortgagee's covenants, promises and warranties) to Mortgagee, its successors and assigns, to perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations; then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, and guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges, and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.75 or 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage the Mortgaged Property and every part thereof is free and clear of all the liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste, not abuse, not destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of the Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of the Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of, remove, or keep and store the same any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney at any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force and any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

526 139

6. Mortgagee may at any time, with or without exercising any of the rights or remedies, aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing said Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of the Mortgagee, any transferee or holder of this Mortgage, and then respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only, and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST
Secretary
Glenn O. Jackson, Inc. (Seal)
Mortgagor
By Glenn O. Jackson (Title)

STATE OF Maryland
COUNTY OF Anne Arundel
SS
Glenn O. Jackson
being duly sworn, deposes and says

President
Jackson and Hayden Enterprises, Inc.
I, the undersigned, Mortgagor, do hereby certify that the foregoing Mortgage
Mortgagee is the same owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage and goods, chattels and property are free of all liens and encumbrances of any kind, nature and description except the only held by the Mortgagee referred to below, and Mortgagee has the sole right and lawful authority to mortgage the same.
Mortgagee is solvent and fully indebted to Credit Alliance Corporation
Mortgagee is solvent and fully indebted to Credit Alliance Corporation
There are no claims, offsets or defenses against the same.
There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
The mortgagor makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagee as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____
Notary Public
STATE OF _____ COUNTY OF _____
A Notary Public duly qualified in and for said County and State do hereby certify that on this _____ day of _____, 19____, in said County before me personally appeared _____ to me personally well known

(For Individuals)
as and to be the identical person named and described in and parts to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnerships)
and known as and to be a member of the partnership of _____ and the identical person described in and parts to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership named as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____
Jackson and Hayden Enterprises, Inc.
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____
that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

(NOTOTRIAL SEAL)
Given under and witness my hand and official seal the day and year in this certificate first above written
NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 20, 19 88 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Harvester Tractor	1979	S2275	DJ227J6B23443
One (1)	Pace Drop Deck Trailer	1983	35	35DDH51282011
One (1)	Caterpillar Dozer	1980	D3B	27Y1028
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Jackson and Hayden Enterprises, Inc.

By: *William D. Jackson*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 528 141 2725 17

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Holly Properties
Address P.O. Box 387, Glen Burnie, MD. 21061

2. SECURED PARTY

Name Furnival Machinery Co.
Address 7135 Standard Dr., Hanover, MD. 21076
2240 Bethlehem Pike, Hatfield, PA. 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu PC300LC-3 Hydraulic Excavator Serial # 14019

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Joseph F. Joy, Jr.
(Signature of Debtor)
Joseph F. Joy, Jr.
Type or Print Above Name on Above Line(Signature of Debtor)
Type or Print Above Signature on Above LineDonna M. Brickman
(Signature of Secured Party)
DONNA M. BRICKMAN
Type or Print Above Signature on Above Line

11/50

526 142

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Structures

Address 1993 Moreland Parkway, Annapolis, MD. 21401

2. SECURED PARTY

Name Furnival Machinery Co.

Address 7135 Standard Dr., Hanover, MD. 21076

2240 Bethlehem Pike, Hatfield, PA. 19440

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D75S-3 Crawler Loader Serial # 10174

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William H. Ferthofer
(Signature of Debtor)

William H. Ferthofer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna Brickman
(Signature of Secured Party)

DONNA BRICKMAN
Type or Print Above Signature on Above Line

1/50

526 10/14/86

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify.

1. This Termination Statement shall apply to Original Financing Statement

File No. #261624 Dated April 30, 1986

Record Reference Book 497 Page 435

2. DEBTOR is:

Name: Andrew, Michael L. and Rebecca L.
(Last Name First)

Address: 8435 Miramar Road, Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: THE BANK OF GLEN BURNIE

Address: P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

Susan W. Fitzgerald

Susan W. Fitzgerald
By: Loan Processor (Title)

Dated April 19, 19 88

16/80

800- 526 141

AMENDMENT TO FINANCING STATEMENT

Date of Original Financing
Statement July 18, 1984

Identifying file number of original
Financing Statement 253409

This amendment to the foregoing financing statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) The Beanery, Inc.	2. Debtor(s) Complete Address(es) 74 Annapolis Mall Annapolis, Md. 21401	For Filing Officer (Date, Time, and Number) Oct. 30 12:05 P.M. Book 476 Page 521
3. & 4. Secured Party(ies) and Complete Address(es) United Bank & Trust Co. of Md. 9420 Pennsylvania Ave. Upper Marlboro, Md. 20772	5. & 6. Assignee(s) of Secured Party(ies) and Complete Addresses) same as 3 & 4	

7. Item 4 of the original financing statement between the Debtor and the Secured Party, bearing the file number shown above, is hereby amended to read as follows:
and in addition equipment consisting of all machinery, equipment, furniture and fixture, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.
All accounts receivable now existent or hereafter created.

(If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)

8a. (X) Proceeds are also covered.

8b. () Products of collateral are also covered.

No. of additional sheets presented. ()

9. This statement to be returned after recordation to Secured Party, shown above ~~or to~~ AND
to the ATTENTION: K. Logan

Signature(s) of Debtor(s)
The Beanery, Inc.

Signature(s) of Secured Party(ies) or Assignee(s)

Daniel M. Collins

United Bank & Trust Company of Md.

Maryann T. Collins

Type or Print Names Clearly Below Signature.

10.5

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-14-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 DEBTOR

Name The Beanery, Inc.

Address #201A Marley Station, 7900 Ritchie Highway, Glen Burnie, MD 21061

2 SECURED PARTY

Name United Bank & Trust Co. of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: L. Boswell

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3 Maturity date of obligation (if any) _____

4 This financing statement covers the following types (or items) of property: (list)

Equipment consisting of all machinery, equipment, furniture and fixture, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.

CHECK ☒ THE LINES WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

The Beanery, Inc.

Daniel M. Collins
(Signature of Debtor)

Daniel M. Collins, President

Type or Print Above Signature on Above Line

Maryann T. Collins
(Signature of Debtor)

Maryann T. Collins, Vice Pres./Secretary

Type or Print Above Signature on Above Line

UNITED BANK & TRUST COMPANY OF MARYLAND

Brenda J. Suchter
(Signature of Secured Party)

Brenda J. Suchter

Type or Print Above Name on Above Line

1560

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
Identifying File No. 27252

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☒

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C. & J. Ventures, Inc.
Address 7152 Ritchie Highway, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Dunkin' Donuts Incorporated
Address Post Office Box 317, Randolph, Massachusetts 02368
Susan Rombola, Dunkin' Donuts Incorporated, P.O. Box 317, Randolph, MA 02368
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1998

4. This financing statement covers the following types (or items) of property: (list)

FIXTURE-
All of the machinery and equipment including signs now and hereafter located at the Dunkin' Donuts shop premised at 7152 Ritchie Highway, Glen Burnie, Maryland 21060.

(Filed with Anne Arundel County Clerk).

PC #595

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*the aforementioned realty.
Legal Description is attached.

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Charles B. Roth
(Signature of Debtor)
C. & J. Ventures, Inc.
Charles B. Roth, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles J. Bennett
(Signature of Secured Party)
Dunkin' Donuts Incorporated
Charles J. Bennett, Director of Finance
Type or Print Above Signature on Above Line

LEGAL DESCRIPTION INCLUDING MORTGAGES, EASEMENTS, CONDITIONS, LIMITATIONS
AND RESTRICTIONS OF RECORD (IF ANY)

BEGINNING for the same at a point on the southeast side of Crain Highway, as laid out 30 feet wide, at the intersection of the southeast side of said Highway and the division line between Lot No. 5075 and Lot No. 5076, as shown on Plat No. 50 of the Property of the Curtis Creek Mining Furnace and Manufacturing Company, filed among the Land Records of Anne Arundel County in Plat Book No. 6, page 19; and running thence with the southeast side of said Highway, north 27 degrees 04 minutes east 150.25 feet; thence leaving the said Highway and running with the division line between Lot No. 5078 and Lot No. 5079, as shown on said Plat, south 59 degrees 37 minutes east 221.67 feet to the northwest side of Drum Point Road, as originally laid out 30 feet wide, part of said Avenue now being within the right-of-way of the Governor Ritchie Highway, as laid out 130 feet wide; thence running with the northwest side of the said Drum Point Road, south 30 degrees 23 minutes west 150.0 feet; thence leaving said Road and running with the aforementioned dividing line between Lot No. 5075 and Lot No. 5076, north 59 degrees 37 minutes west 216.04 feet to the place of beginning. Being all of Lots Nos. 5076, 5077 and 5078 as shown on the aforementioned Plat No. 50. The improvements thereon now being known as 7152 Ritchie Highway, Glen Burnie, Maryland.

272553

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 20,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Thomas M. Walsh, MD	THE FIRST NATIONAL BANK OF MARYLAND
Charles A. Seager, MD	Attn: Stephanie Yancy
(Name)	(Name of Loan Officer)
269 Peninsula Farm Road	18 West Street
(Address)	(Address)
Arnold, Maryland 21012	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
(Seal)	(Seal)
Thomas Walsh MD	Charles A. Seager, MD
(Signature)	(Signature)
Thomas M. Walsh, MD	Charles A. Seager, MD
(Print or Type Name)	(Print or Type Name)

12/40 50

272621

Financing Statement

526 149

To <input type="checkbox"/> State Corporation Commission <input type="checkbox"/> Clerk of the _____ Court, CROSS INDEXED FILE <input checked="" type="checkbox"/> in Land Records - _____ to Public Records		File No. Subject to Recordation Tax: Yes _____ No <u>X</u>
Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached. SEARS, ROEBUCK AND CO.		
Name of Debtor <u>Michael P Stinus</u>	Complete Address of Debtor <u>3376 Old Line Ave., Laurel, MD 21044</u>	
Secured Party SEARS, ROEBUCK AND CO. Unit address <u>10300 Little Patuxent Pkwy Columbia md 21044</u>		
This Financing Statement covers the following property: Full description of merchandise and services: <u>Replacement Vinyl Windows</u> <u>Replacement Steel entry Door</u>		
Total Cash price \$ _____ Finance Charges \$ _____ if any Total Secured Amount \$ _____		
Proceeds and products of the above collateral and any returned or repossessed goods are also covered.		
(If collateral is goods which are or are to become fixtures) <input checked="" type="checkbox"/> The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record): <u>✓ Name Peter A Stinus</u> Name _____ BIK # _____ LOT# _____ Address <u>3376 Old Line Ave</u> <u>Maryland City</u>		
(If collateral is crops) <input type="checkbox"/> The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):		
MAIL TO: 6001 Security Blvd., Baltimore, Maryland 21207		
Signature of Debtor 1. Signature <u>Michael P Stinus</u> print above name <u>MICHAEL P STINUS</u> 2. Signature <u>MAVIS G Stinus</u> print above name <u>MAVIS G. STINUS</u>		Signature of Secured Party SEARS, ROEBUCK AND CO. By <u>J. D. Althouse</u> Title <u>Credit Sales Manager</u>

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

15.00

1844-11-25-87

AA 20
15.00

277025

526 150

☒ TO BE

☐ NOT TO BE

CROSS INDEXES

☐ IN
LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Barbara L. Albiker
Name or Names—Print or Type

189 EASTON RD PA MD 21222
Address—Street No., City - County State Zip Code

S
Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Company
Name or Names—Print or Type

6650 N. Kitchin Highway S B MD 21066
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

installment furniture & central air

4. If above described personal property is to be affixed to real property, describe real property.

189 EASTON RD Rancho
PA MD 21222

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Barbara L. Albiker
(Signature of Debtor)

Barbara L. Albiker
Type or Print

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

13.50

272625

526 PM 151

☒ TO BE **CROSS INDEXED** ☐ SUBJECT TO RECORDING TAX
☐ NOT TO BE **IN** LAND RECORDS ☒ NOT SUBJECT TO AMOUNT OF \$

FINANCING STATEMENT

1. Debtor(s): Michael A Racicot
 Name or Names—Print or Type
311 Sharon Dr PAS Md 21122
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears Roebuck & Company
 Name or Names—Print or Type
6650 N. Ritchie Highway 6B Md
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Install Central Air & Oil furnace

4. If above described personal property is to be affixed to real property, describe real property.

311 Sharon Drive
PAS md 21122

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Michael A Racicot
(Signature of Debtor)

Sears, Roebuck and Company

Michael Racicot
(Type or Print)

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO:

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address 6601 Security Blvd., Baltimore, Maryland 21207

1350

A.A. 1350

☒ TO BE } CROSS INDEXED
☐ NOT TO BE } [REDACTED] IN LAND RECORDS

☐ SUBJECT TO
☒ NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Name or Names—Print or Type George J. Acton
 Address—Street No., 640 Ridgelyfield Ct. City - County Glen Burnie, Md. State MD Zip Code 21061

Name or Names—Print or Type Peggy L. Acton
 Address—Street No., 640 Ridgelyfield Ct. City - County Glen Burnie, Md. State MD Zip Code 21061

2. Secured Party:

Name or Names—Print or Type Sears, Roebuck and Company
 Address—Street No., 6650 N. Ritchie Hwy. City - County Glen Burnie, Md. State MD Zip Code 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Replacement Windows, Garage Door and Sliding Patio Door

4. If above described personal property is to be affixed to real property, describe real property. Residential Dwelling at: - 640 Ridgelyfield Ct. Glen Burnie, Md. 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)
George J. Acton
 Type or Print

Sears, Roebuck and Company
 (Company, if applicable)

(Signature of Debtor)
Peggy L. Acton
 Type or Print

(Signature of Secured Party)
J. D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

MAIL TO:

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 6601 Security Blvd., Baltimore, Maryland 21207
 Name and Address _____

1560

H.A. 1560

☒ TO BE☐ NOT TO BE

CROSS INDEXED

IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

FINANCING STATEMENT

Mary Ann Link
 Name or Names—Print or Type
 2858 Jessup Rd., Jessup, Md. 20794
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Installed Kitchen Cabinets, custom counter tops
 and related items & appliances

4. If above described personal property is to be affixed to real property, describe real property.

Residential Dwelling at: - 2858 Jessup Rd.
 Jessup, Md. 20794

5. If collateral is crops, describe real estate.

N/A.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

② Mary Ann Link
 (Signature of Debtor)

MARY ANN LINK
 Type or Print

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland

124.50

A.A. Co.
1552

272629

526 PAGE 151

Maryland Financing Statement		FILE NO.
All information must be typewritten or printed in ink.		
(Not to Be) (To Be) Recorded in the Land Records.* <small>Strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Anne Arundel, MD 21401	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1100 West Swedesford Road Berwyn, PA 19312	
Assignee of Secured Party The CIT Group/Equipment Financing, Inc.	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>1/18/89 11:17 AM</i>	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc</small> One (1) Benati Crawler Loader Model 716 S/N 716160, One (1) Benati Crawler Loader Model 716 S/N 716164, One (1) Benati Crawler Loader Model 716 S/N 716165, including all related parts, attachments, and accessories, and all other leases, chattel paper, rentals and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above.		
Debtor(s) <u>Baldwin Service Center, Inc.</u>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>	
By <u>[Signature]</u> Title <u>[Signature]</u>		By _____
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
Type or print name(s) of person(s) signing 5-SA-989E	Type or print name of person signing	

PART 2 - COURT CLERK

272551

FINANCING STATEMENT

PERPETUAL

526 155

1. Name of Debtor: Michael A. Sweeney
Address: Darlene A. Sweeney
1982 Poplar Ridge Rd.
Pasadena, MD 21122

2. Name of Secured Party: Perpetual Savings Bank, F.S.B.
Address: 1749 Old Meadow Road
McLean, Virginia 22102

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's rights, title and interest in and to Class "A" Certificate No. 367 in Constellation Place Corporation, a Maryland corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Stock Certificate and all cash and non-cash proceeds thereof.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 42 on E Dock, lying and situate at the 2300-2500 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat as evidenced by a Slip Agreement dated December 11, 1987 and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and noncash proceeds thereof.

(c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

This Transaction is subject to Recordation Taxes on \$115.50

Debtors:

Debtors:

Michael A. Sweeney

(SEAL)

Darlene A. Sweeney

(SEAL)

(SEAL)

(SEAL)

Mr. Clerk: Please return to Perpetual Savings Bank, F.S.B. to the officer at the address set forth in paragraph 2 above.

To be recorded with:

178.8

This FINANCING STATEMENT is presented to a Filing Office
for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheet - Presented

☐ The Debtor is a nonexempt entity

1. Debtor(s) (Print Name, Last, and First, if any)

2. Secured Party(ies) Name(s) and Address(es)

3. Filing Office, State, Type, and Filing Office

OSBORN ANTHONY; Charlie Osborn
OSBORN DENISE; Sandra Osborn
E19 HOLIDAY ESTATES
JESSUP MD 20794

GREEN TREE ACCEPTANCE, INC.
P.O. BOX 4488
WOODBRIDGE, VA 22194

4. The Financing Statement covers the following type(s) of interest in property:

5. Assignment of Secured Party and Address(es)

1976 DEROSE ROSEMONT 14 X 70
SERIAL # C18518 AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BOULEVARD SUITE 245
WOODBRIDGE, VA 22194

6. Describe Real Estate Herein

☐ This statement is to be placed in
the Real Estate Records

7. Name of
a Record
Owner

☐ The described property is growing in to be grown on *
☐ The described lands are or are to be affixed to *
☐ The timber to be cut or minerals or the like
including oil and gas is on *
*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10. This Statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s) or
☐ Lessee(s) and Lessor(s)

OSBORN ANTHONY Charlie Osborn OSBORN DENISE Sandra Osborn GREEN TREE ACCEPTANCE, INC.

By *Charlie Osborn*
Signature(s) of Debtor(s)

By *Sandra Osborn*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3-83)

III. FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

272556

FINANCING STATEMENT FORM UC-1

Identifying File No. 526 PAGE 157

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 -

1. DEBTOR

Name RICHARD D. CUMBOW

Address 6140 FISHER STATION ROAD, LOTHIAN, MD 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following type(s) of property: (list)

- 1 KUBOTA G6200H, SER.#32909
- 1 KUBOTA RD48G, SER.#19115
- 1 KUBOTA PTO KIT
- 1 MODEL 880 TRAC VAC
- 1 TRAC VAC 320 THATCH MASTER

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

RICHARD D. CUMBOW

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY E. GROFF

STATE OF MARYLAND

FINANCING STATEMENT FORM 1000

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONTRACT # 29820 - 813886

Name JIM WEAVER CUSTOM BUILDERS, INC.

Address 6975 KIM LN, FRIENDSHIP, MD 20758

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 KUBOTA F-2000 SER.#11188

1 KUBOTA RC72F-20 SER.#10530

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James E. Weaver
(Signature of Debtor)

JAMES E. WEAVER

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY E. GROFF

1180

BOOK 526 PAGE 158

272553

4 Filed for record in the real estate records		5 Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Top Notch Tree Service, Inc. 5873 Deale Beach Road Deale, Maryland 20751		2 Secured Party(ies) and address(es) Potomac Industrial Trucks, Inc. 800 Ritchie Road Capitol Heights, Md. 20743	3 For Filing Officer (Date, Time, Number, and Filing Office)
7 This financing statement covers the following types (or items) of property One (1) ea Champ Uni-Lift, Model 538, S/N 1057 Towable Personnel Lift Max. Boom Height: 38' Aux. Power Cord Adaptor Fiberglass Bucket			
"Assignee" Chase/Clark Credit Company Circle Drive Buchanan, Michigan 49107			

NOT SUBJECT TO RECORDATION TAX DUE TO CONDITIONAL SALES CONTRACT.

Whichever is Applicable (See Instruction Number 9)	TOP NOTCH TREE SERVICE, INC. <i>Richard B. Reburn</i> Richard B. Reburn, President Signature(s) of Debtor (Or Assignor)	<input type="checkbox"/> Products of Collateral are also covered POTOMAC INDUSTRIAL TRUCKS, INC. <i>Lorna Dutch</i> Lorna Dutch, Vice President Signature(s) of Secured Party (Or Assignee)
	Filing Officer Copy - Alphabetical STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Rev. Jan. 1980 May be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101	

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, Maryland 20794-0160
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: _____
4. This Financing Statement covers the following types (or items) of property: (Describe)
As per Schedule "A" which is attached hereto and made a part hereof.

5. Check the lines which apply if any, and supply the information indicated:

☐ (If collateral is crops). The above described crops are growing or are to be grown on:
 (describe real estate)

☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):

Corman Construction, Inc.
William G. Cox, President

Secured Party:

First Virginia Commercial Corporation

By _____

(AUTHORIZED SIGNATURE)

Harold V. Dellinger, II
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
 All Information Must Be Typewritten or Printed in Ink

11/80

Schedule "A"

Attached hereto and made a part of Note and Security Agreement dated April 1, 1988, between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor

One (1) New John Deere 410C Wheel Loader Backhoe, SN 739173, complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

One (1) New John Deere 710B Wheel Loader Backhoe, SN 734672, complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

526 162

272560

TO BE
~~Σ~~ NOT TO BE

RECORDED IN
 LAND RECORDS

☐ SUBJECT TO

☒ NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF

\$ _____

FINANCING STATEMENT

The Property Construction, Company

1. Debtor(s):

Name or Names—Print or Type

2111 N. Charles Street, Baltimore, Md. 21218

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Irvington Federal Savings & Loan Association

Name or Names—Print or Type

7711 Quarterfield Road Glen Burnie A.A.Co. Md. 21061

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

580K Loader Backhoe Serial #174186 26

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

S. Lance Lochary
 (Signature of Debtor)

S. Lance Lochary President
 Type or Print

 (Signature of Debtor)

 Type or Print

Irvington Federal Savings & Loan Association
 (Company, if applicable)

William J. Ottey
 (Signature of Secured Party)

William J. Ottey - President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Irvington Federal Sav. & Loan Assn. 7711 Quarterfield Rd.
Glen Burnie, Md. 21061

Lucas Bros. Form F-1

1/6

STATE OF MARYLAND

526 162

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252985RECORDED IN LIBER 475 FOLIO 463 ON 07/31/84 (DATE)

1. DEBTOR

Name Robert Thorpe Hyson / Eileen Margaret Hyson
 Address 1524 Puffin Court Pasadena, Md. 21122

2. SECURED PARTY

Name Irvington Federal Sav. & Loan Assn.
 Address 7711 Quarterfield Road Glen Burnie, Md. 21061
 ATTN: Penny
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
 (Indicate whether amendment, termination, etc.)

TERMINATION

SEE ATTACHED

RECORD FEE 10.00
 POSTAGE .50
 ATTACHED TO RM 215171
 04/27/88

BL
CLEANDated April 12, 1988

Penny Seaman
 (Signature of Secured Party)

Penny Seaman - Consumer Loan Manager

Type or Print Above Name on Above Line

KIMBERLY PRESSEQUIPMENT TO BE USED AS COLLATERAL

- 1 - PITNEY BOWES FOLDER
- 1 - BAUM FOLDER (T1072722N)
- 1 - FRANKLIN COMPUTOR (101-6649-35)
- 1 - BROTHERS TYPEWRITER (K31642065)
- 1 - NUARC PLATE BURNERS (34K62-27)
- 1 - THOMAS COLLATOR (6702162)
- 1 - 1250 MULTICITH PRESS (783451)
- 1 - 1250 MULTICITH PRESS (392406)
- 1 - 1250W MULTICITH PRESS (73535)
- 1 - PLATE DEVELOPER (5530)
- 1 - 10x15 WEIDELBERG PRESS (101507E)
- 1 - LUDLOW (3685)
- 2 - LIGHT TABLES (NO SERIAL NUMBER)
- 1 - ROUND CORNER MACHINE (6828)
- 1 - BROWNS CAMERA (E2-238)

STATE OF MARYLAND

526 165

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255674

RECORDED IN LIBER 482 FOLIO 533 ON 02/16/85 (DATE)

1. DEBTOR

Name Robert T. Hyson

Address 1524 Puffin Court Pasadena, Md. 21122

2. SECURED PARTY

Name Irvington Federal Sav. & Loan Assn.

Address 7711 Quarterfield Road Glen Burnie, Md. 21061

ATTN: Penny

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
 (Indicate whether amendment, termination, etc.)

TERMINATION

Kord Heidelberg Press
 Kued 322827
 18 x 24 1/2

RECORD FEE

10.00

POSTAGE

.50

ESTIMATED

404 115.32

04/27/88



Dated April 12, 1988

Penny Seaman
 (Signature of Secured Party)

Penny Seaman - Consumer Loan Manager

Type or Print Above Name on Above Line

LIBER - 482 PAGE 533

255674

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 16,625.70

FINANCING STATEMENT

1. Debtor(s):

Robert T. Hyson
Name or Names—Print or Type
1524 Ruffin Ct. Columbia Md 21122
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS & LOAN
Name or Names—Print or Type
4106 Frederick Ave. Baltimore Md 21229
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 TORD HEIDELBERG PRESS
MODEL 322827
18 X 24 1/2

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Robert T. Hyson
(Signature of Debtor)

IRVINGTON FEDERAL SAVINGS & LOAN
(Company, if applicable)

ROBERT T. HYSON
Type or Print

William J. Ottey
(Signature of Secured Party)

(Signature of Debtor)

WILLIAM J. OTTEY V.P.
Type or Print (Include title if Company)

Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN
4106 FREDERICK AVE

Lucas Bros. Form F-1

Mailed to BALTIMORE, Md. 21229



RECORDED 26 APR 11:25

12-60
10

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on
principal amount of \$.....10,000.00

1. Name of Debtor(s): Peabody & Moore, Inc.
Address: 540 Green River Court
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

A continuing Business Loan Security Agreement covering accounts receivable,
equipment and furniture now in existence and or hereafter acquired.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become *fixtures*—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.

Debtor(s): Peabody & Moore, Inc.

David G. Moore, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein, AVP

Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

170.50

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Nos. 4, 5 and 6 as shown on the Plat entitled, "Final Plat, Plat 1B, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 102.

BEING KNOWN AND DESIGNATED as Lot No. 120 as shown on the Plat entitled, "Final Plat, Plat 3, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 104.

THE SENTINEL TITLE CORPORATION, BEL AIR
Maryland National Bank Building
307 South Tollgate Road
Bel Air, Maryland 21034

BOOK 526 PAGE 170
272562

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) B. Dalton Company 7505 Nietro Boulevard Minneapolis, MN 55435 Lease (#1243-01)	2. Secured Party(ies) and address(es) Charter Financial, Inc. One Rockefeller Plaza New York, NY 10020	
4. This statement refers to original Financing Statement bearing File No. <u>128630</u> <u>519-238</u> Filed with <u>Anne Arundel County Clerk</u> Date Filed <u>October 23,</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Assigned To: Sogelease Corp. 50 Rockefeller Plaza New York, NY 10020 Equipment as per original filing.		

No. of additional Sheets presented:

By: _____		CHARTER FINANCIAL, INC.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>Janice Dudley</u>
		Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(X) Filing Officer Copy - Attention:

File No.
 Record Reference:
 Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax.

To Be Recorded in The Land Records
 (For Fixtures Only).

☒ Subject to Recordation Tax on prin-

cipal amount of \$50,000.00..... Said tax has been paid at State Department of
 Assessments and Taxation

This Financing Statement is presented to a filing officer for filing pursuant to the
 Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of DebtorAddress

R & L Carmichael Construction Co., Inc.

441 Old Line Avenue
 Laurel, Maryland 20707

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
 Fourth and Main Streets
 Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which addi-
 tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
 eral): ALL BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT AND
 ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND ALL
 BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW OWNED
 OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
 ing real estate: (Describe - include house number and street or block reference where
 applicable).

5. ☒ Proceeds)
) of the collateral are also specifically covered.
☐ Products)

RECORD FEE 11.00

POSTAGE .50

2243550 C345 R01 715452

04/27/98

DebtorSecured Party (Assignee)

R & L CARMICHAEL CONSTRUCTION CO., INC.

THE CITIZENS NATIONAL BANK

By:

Randall Carmichael
 Randall Carmichael, ~~XXXXXXX~~
 Vice President

By:

Patrick G. Nolan
 Patrick G. Nolan
 Assistant Vice President

By:

Laura B. Carmichael
 Laura B. Carmichael, ~~Vice~~ President

Type or print all names and
 titles under signatures.

526 172

TERMINATION STATEMENT

The undersigned secured Party presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number and record reference of the original Financing Statement to which this Termination Statement shall apply is:

File Number: 256277 Record Reference: Liber 484 Page 260

2. The name and address of the Debtor is:

Name Jesse C. & Lois E. Fly
Address 1125 Dorsey Rd. Hanover, MD 21076
No. Street City State

3. The name and address of the Secured Party is:

The Secured Party further certifies that he no longer claims a security interest under the above original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, to note the within Termination Statement in the index, to record this statement in the financing records or land records, as may be proper, and return it to the Secured Party.

SECURED PARTY

Date: April 14, 1988

By [Signature]

155

STATE OF MARYLAND
FINANCING STATEMENT

FORM UCC-1

Identifying File No. 272551

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$15,000

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FERGUSON TRENCHING CO., INC.

Address 123 REVELL HIGHWAY, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MARYLAND

Address 5 CHURCH CIRCLE, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 REINCO MODEL HG 10EG, 1,000 GALLON WORKING VOLUME HYDROSEEDER POWERED BY A KUBOTA 39 H.P. WATER COOLED DIESEL ENGINE. S/N 1250

1 POWER HOSE REEL WITH 200 FT. OF 1-1/2" NEOPRENE COVERED WATER HOSE AND REMOTE SPRAY VALVE ASSEMBLY.

1 1-1/2" AIR GAP FILL LINE WITH TOP AND BOTTOM VALVES

RECORD FEE 13.00

RECORD TAX 105.00

POSTAGE .50

APR 20 1988

APR 28 1988

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

FERGUSON TRENCHING CO INC

by STEPHEN R FERGUSON

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

A. Walker II

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UC 800A 526 174
Identifying File No. 277505

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 4/22/88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name BAB, Ltd.
Address 507 Bay Hills Dr., Arnold, MD 21012

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Cr.
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Computer Equipment - hardware & software: Omega ZTD 24/64 by Iwatsu
including 1 CO Line Card; 3 Station Cards; 1 Twenty-four Button Key
Phone w/Display; 1 Direct Station Selector; 22 eight button phones.

CHECK ☒ THE LINES WHICH APPLY

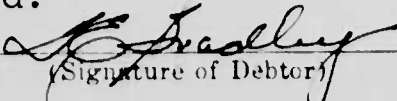
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

BAB, Ltd.

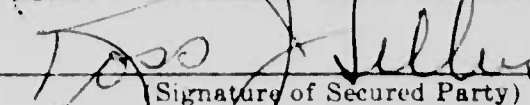

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Farmers National Bank of Maryland


(Signature of Secured Party)

Ross J. Selby

Type or Print Above Signature on Above Line

TO BE FILED AMONG THE CHATTEL RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

272507

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

SURGICAL SPECIALTIES INSTRUMENT CO.,
INC., a Maryland corporation2131 Espey Court
Suite 7
Crofton, Maryland 21114

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE	11.00
RECORD TAX	25.00
POSTAGE	.50
STAMPING FEE	115.00
TOTAL	151.50

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is 2,000,000.00 of which 500,000.00
is payable in Anne Arundel CountyDebtor(s) or assignor(s)
SURGICAL SPECIALTIES INSTRUMENT
CO., INC.Secured Party: Sovran Bank/DC National (Seal)

(Corporate, Trade or Firm Name)

By: Thomas M. CooperBY: Thomas M. Cooper Asst. V.P.

Signature of Secured Party or Assignee

By: Margaret A. WhelanSovran Bank/DC National(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)

11.50
35.00 tax

SCHEDULE A TO THE FINANCING STATEMENT WHICH LISTS
SURGICAL SPECIALTIES INSTRUMENT CO., INC., AS DEBTOR AND
SOVRAN BANK/DC NATIONAL, AS SECURED PARTY

(a) all of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or are to be furnished under a contract for services, and raw materials, work in process and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing;

(b) all of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising;

(c) all of the Debtor's present and future furniture, fixtures, equipment, machinery and supplies of every type and nature now or hereafter used or useable in the Debtor's business;

(d) all property, goods and chattels of the same classes as those listed above, acquired by the Debtor subsequent to the filing of this Financing Statement and prior to its termination;

(e) all cash and non-cash proceeds of any or all of the foregoing; and

(f) all increases, substitutions, replacements, additions and accessions to the foregoing.

273576

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records.
2. X _____ To Be Recorded among the Financing Statement Record.
3. _____ Not subject to Recordation Tax.
4. _____ Subject to Recordation Tax on an initial debt in the principal amount of \$400,000.00. The Debtors certify that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtors Names	Address
J. Kent McNew	c/o Eastern Petroleum
Nancy McNew	Corporation
	33 Hudson Street
Paceway Convenience	Annapolis, Maryland 21401
Stores, Inc.	
Eastern Petroleum	
Corporation	

6. Secured Party	Address
Madison Bank of Maryland	8677 Georgia Ave.
Attn: Dorothy McClay	Silver Spring, MD
	20910

7. This Financing Statement covers and Debtors hereby grant to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired

or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to Lot B, on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

Madison Bank of Maryland

J. Kent McNew
J. Kent McNew

By: Dorothy McClay
Dorothy McClay,
Vice President

Nancy McNew
Nancy McNew

Paceway Convenience Stores, Inc.

By: J. Kent McNew (SEAL)
J. Kent McNew, President

Eastern Petroleum Corporation

By: J. Kent McNew (SEAL)
J. Kent McNew, President

Address where Collateral
will be located:

Intersection of Defense Highway and
Crownsville Road
Crownsville, Maryland

Mr. Clerk: Please return to Blumenthal, Wayson, Downs &
Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis,
Maryland 21404.

40718B.FS
a:j3

This plat approved for recording by
virtue of a special exception as to
plat size.

Thomas L. Oshorn
Planning & Zoning Officer of A.A. Co.

BOOK 4540 PAGE 292

1/25/88
Date

The requirements of A.A. Co.
Health Department have been met.

J. Howard Bond
Health Officer of A.A. Co. Date 9/20/87

OWNERS' DECLARATION

WE THE OWNERS OF THE PROPERTY SHOWN HEREON DO HEREBY ADOPT
THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING
RESTRICTION LINES SHOWN HEREON. WE ALSO DEDICATE THE TWO
20 FOOT WIDENING STRIPS WHICH WILL BE DEDED TO THE STATE
& A.A. COUNTY, MD UPON REQUEST. WE ALSO CERTIFY THIS TO
BE A SUBDIVISION OF ALL THE PROPERTY DESCRIBED AMONG
THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
IN LIBER 2656 PAGE 216 AND LIBER 2814 PAGE 225. WE ALSO
CERTIFY, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF,
THERE ARE NO SUITS, ACTIONS - OF - LAW, LEASES, LIENS, MORTGAGES,
TRUSTS, EASEMENTS, RIGHTS - OF - WAY OR CONTRACTS - OF - SALE
AFFECTING THIS PLAN OF SUBDIVISION EXCEPT AS NOTED OR SHOWN
HEREON. ALL PARTIES OF INTEREST HAVE SIGNED THIS PLAT.

T. Daniel Palmer Jr. 10/27/87
T. DANIEL PALMER, JR. DATE

Wanda R. Palmer 10/27/87
WANDA R. PALMER DATE

Verdine C. Palmer, Sr. 10/28/87
VERDINE C. PALMER, SR. DATE

TAX MAP - 44
BLOCK - 23
PARCEL - 92
TOPO SHEET - R 23
PROPERTY ZONED C-4 & R-A

R-A SETBACKS

FRONT - 40'
SIDE - 15' COMBINED 40'
REAR - 35'
ACCESSORY BUILDINGS
SIDE - 15'
REAR - 10'

C-4 SETBACKS

FRONT - 20'
REAR - 20'
SIDE - 15' UNOBSTRUCTED RIGHT-OF-WAY

NOTES: 1) GRID TICKS SHOWN AS SCALED FROM ANNE ARUNDEL COUNTY
TOPOGRAPHIC SHEETS.

2) NO TITLE REF. KIT FURNISHED.

3) WAIVER # 2520 - ROAD IMPROVEMENTS AND STORM DRAINAGE
STUDY TO BE DEFERRED UNTIL SUBMITTAL OF BUILDING
PERMIT APPLICATION, IN ACCORDANCE WITH LETTER OF
APRIL 20, 1987.

MS 87-100

Minor Subdivision Plat

The T. Daniel & Wanda R. Palmer Property

MC CRONE
Engineers & Planners

DRAWN BY J. Bond
SCALE
DATE March 25, 88

This plat approved for recording by
virtue of a special exception as to
plat size

Thomas L. Osborne Jr.
Planning & Zoning Officer of A.A. Co.

1/29/88
Date

BOOK 526 PAGE 293

The requirements of A.A. Co.
Health Department have been met.

Health Officer of A.A. Co. Date

RECORD FEE 15.00

POSTAGE

#037910 0777 R03 11

E 218.300.00
N 421.100.00

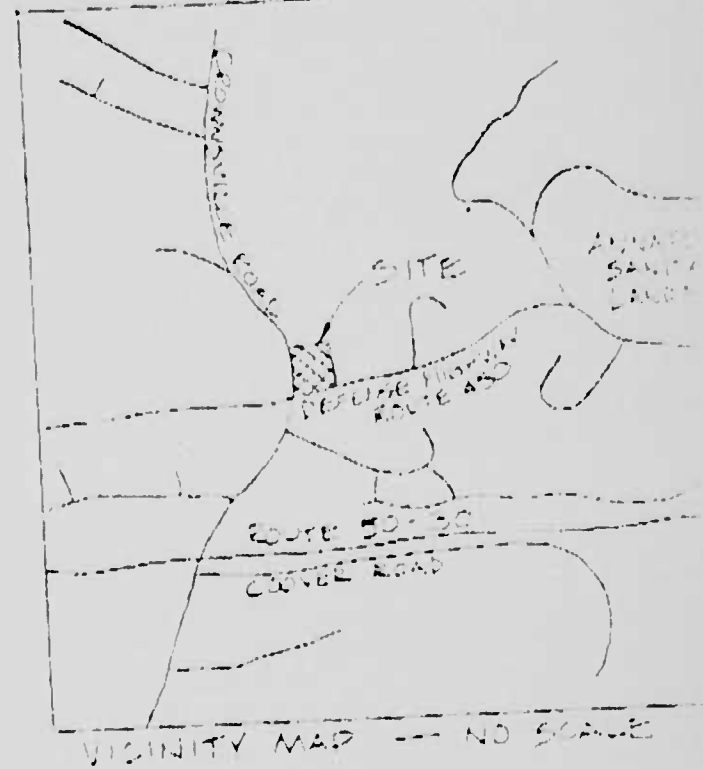
NORTH

WILLIAM WHEELER
2002 - 320

JACK DILLARD
2413 - 347

S 11° 48' 00" W
23.92

T. DANIEL PALMER JR.
2455 - 516
LOT A
1.27 AC.
ZONE R-A



ROBERT SEARS
2427 - 430

LEGEND

- UTILITY BASEMENTS RECORDED AT 4893 - 504 4493 - 892
- TEMPORARY CONSTRUCTION STRIPS RECORDED AT 4093 - 504 4493 - 892

305 A. Palmer



MS 87-100

MINOR SUBDIVISION PLAT
THE T. DANIEL & WANDA R. PALMER PROPERTY
LUSE/ CROSSFORDS

MC CRONE
Engineers & Planners
Surveyors
Annapolis, Maryland

DRAWN BY G
SCALE 1" = 100'
DATE SEP 11
JOB NO 101A

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records.
2. A To Be Recorded among the Financing Statement Record.
3. _____ Not subject to Recordation Tax.

4. _____ Subject to Recordation Tax on an initial debt in the principal amount of \$225,000.00. The Debtors certify that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtors Names	Address
J. Kent McNew	c/o Eastern Petroluem
Nancy McNew	Corporation
	33 Hudson Street
Paceway Convenience	Annapolis. Maryland 21401
Stores, Inc.	
Eastern Petroleum	
Corporation	

6. Secured Party	Address
Madison Bank of Maryland	8677 Georgia Ave.
Attn: Dorothy McClay	Silver Spring, MD
	20910

7. This Financing Statement covers and Debtors hereby grant to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

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E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired

20

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F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to Lot B, on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

Madison Bank of Maryland

J. Kent McNew
J. Kent McNew

By: Dorothy McClay
Dorothy McClay,
Vice President

Nancy McNew
Nancy McNew

Paceway Convenience Stores, Inc.

By: J. Kent McNew (SEAL)
J. Kent McNew, President

Eastern Petroleum Corporation

By: J. Kent McNew (SEAL)
J. Kent McNew, President

Address where Collateral
will be located:

Intersection of Defense Highway and
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Crownsville, Maryland

Mr. Clerk: Please return to Blumenthal, Wayson, Downs &
Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis,
Maryland 21404.

40718B.FS
a:j3

This plat approved for recording by
virtue of a special exception as to
plat size.

Thomas L. O'Brien
Planning & Zoning Officer of A.A. Co.

BOOK 4540 PAGE 292

1/25/88
Date

The requirements of A.A. Co.
Health Department have been met.

J. Howard Bond 9/25/87
Health Officer of A.A. Co. Date

OWNERS DEDICATION

WE THE OWNERS OF THE PROPERTY SHOWN HEREON DO HEREBY ADOPT
THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING
RESTRICTION LINES SHOWN HEREON. WE ALSO DEDICATE THE TWO
20 FOOT WIDENING STRIPS WHICH WILL BE DEDED TO THE STATE
& A.A. COUNTY, MD UPON REQUEST. WE ALSO CERTIFY THIS TO
BE A SUBDIVISION OF ALL THE PROPERTY DESCRIBED AMONG
THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
IN LIBER 2656 PAGE 216 AND LIBER 2814 PAGE 225. WE ALSO
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TRUSTS, EASEMENTS, RIGHTS - OF - WAY OR CONTRACTS - OF - SALE
AFFECTING THIS PLAN OF SUBDIVISION EXCEPT AS NOTED OR SHOWN
HEREON. ALL PARTIES OF INTEREST HAVE SIGNED THIS PLAT.

T. Daniel Palmer, Jr. 10/27/87
T. DANIEL PALMER, JR. DATE

Wanda R. Palmer 10/27/87
WANDA R. PALMER DATE

Verdine C. Palmer, Jr. 10/28/87
VERDINE C. PALMER, JR. DATE

TAX MAP - 44
BLOCK - 23
PARCEL - 92
TOPO SHEET - R 23
PROPERTY ZONED C-4 & E-A

R-A SET BACKS

FRONT - 40'
SIDE - 15' COMBINED 40'
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ACCESSORY BUILDINGS
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FRONT - 20'
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NOTES: 1) GRID TICKS SHOWN AS SCALED FROM ANNE ARUNDEL COUNTY
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3) WAIVER # 2520 - ROAD IMPROVEMENTS AND STORM DRAINAGE
STUDY TO BE DEFERRED UNTIL SUBMITTAL OF BUILDING
PERMIT APPLICATION, IN ACCORDANCE WITH LETTER OF
APRIL 20, 1987.

MS 87-100

Minor Subdivision Plat

The T Daniel & Wanda R. Palmer Property

MC CRONE
Engineers • Planners

DRAWN BY J. Bond
SCALE
DATE March 25, 88

This plat approved for recording by virtue of a special exception as to plat size.

Thomas L. Osborne Jr.
Planning & Zoning Officer of A.A. Co.

Date

BOOK 4540 PAGE 293

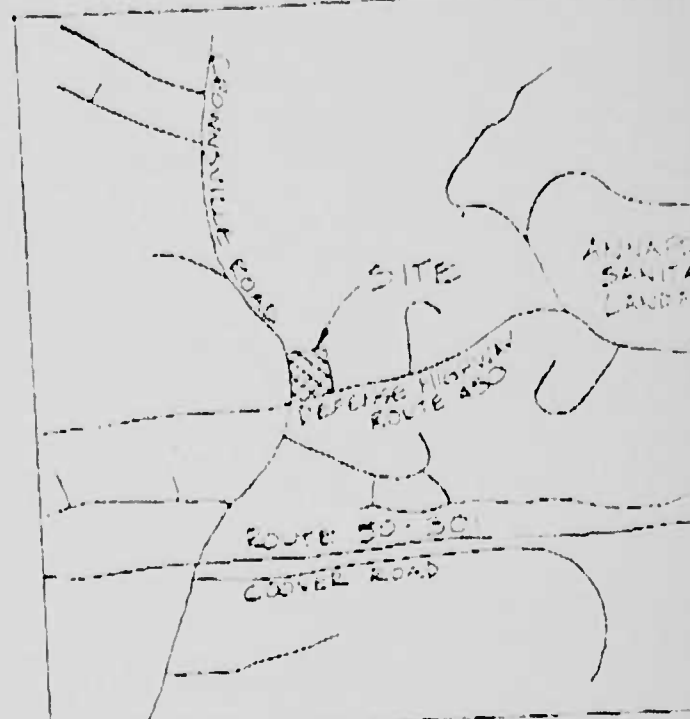
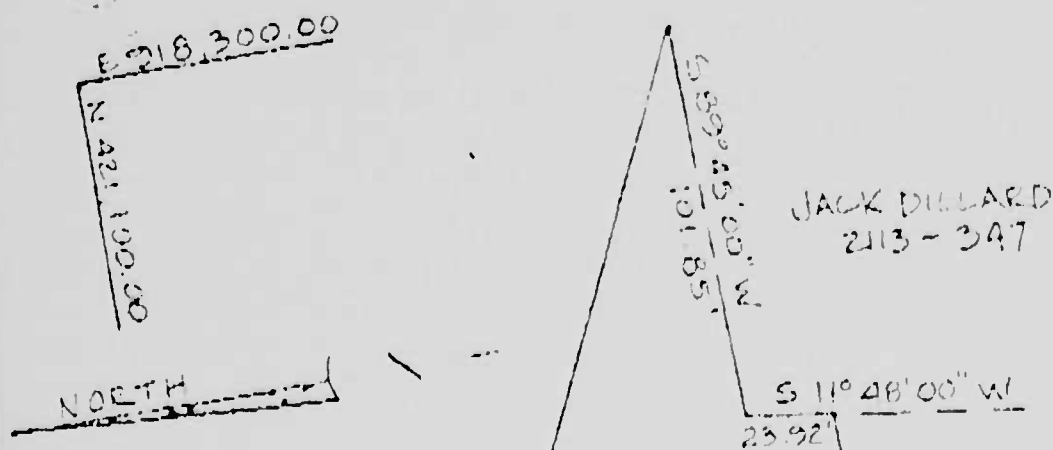
The requirements of A.A. Co. Health Department have been met.

Health Officer of A.A. Co. Date

RECORD FEE 15.00

POSTAGE

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VICINITY MAP --- NO SCALE

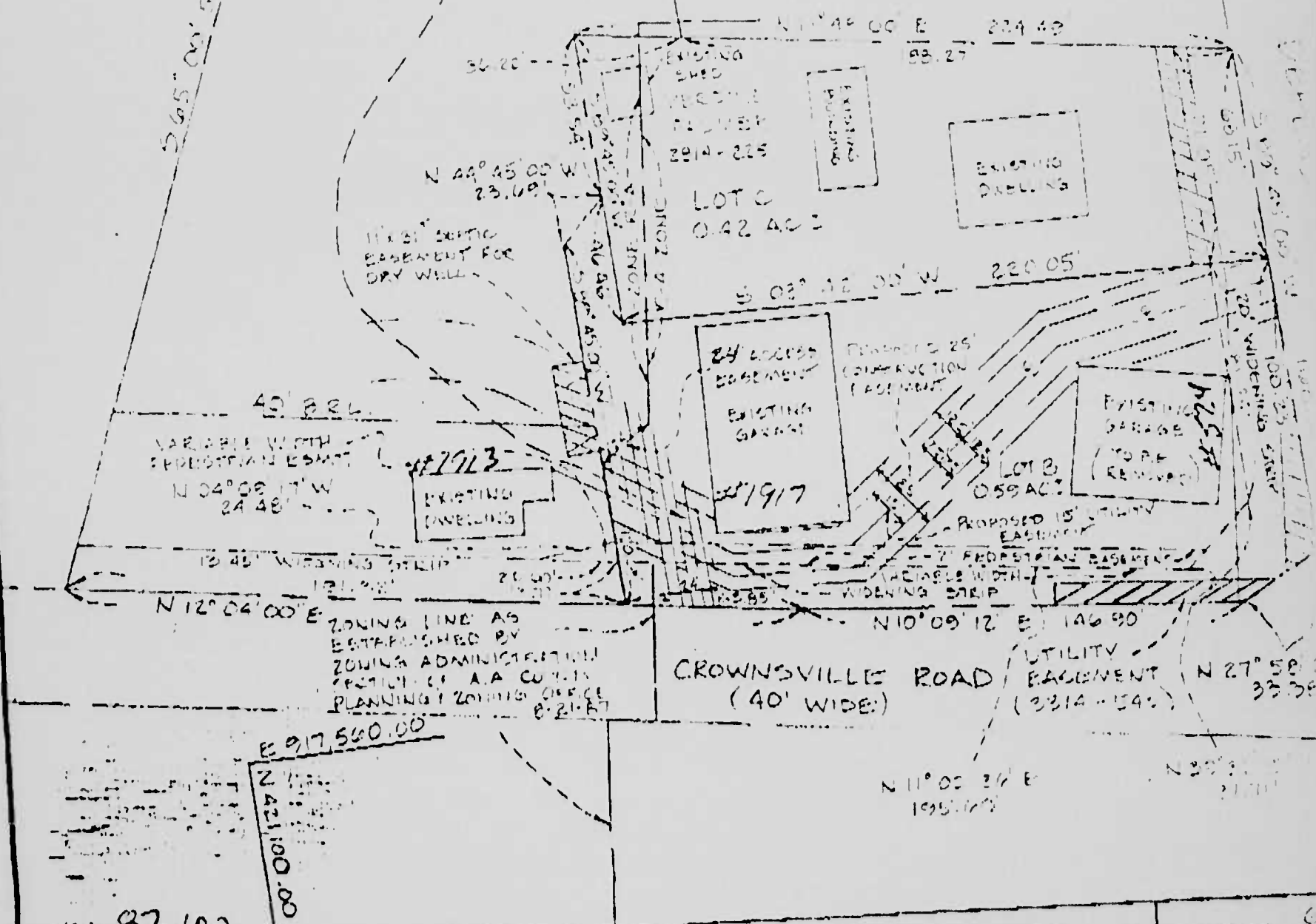
ROBERT SEARS
2627 - 430

LEGEND

- UTILITY BASEMENTS RECORDED AT 4222 - 100: 4433 - 892.
- TEMPORARY CONSTRUCTION STRIPS RECORDED AT 4222 - 100: 4433 - 892.

Ints. of survey

T. DANIEL PALMER JR.
2656 - 516
LOT A
1.27 AC.
ZONE R-A



MS 87-100

MINOR SUBDIVISION PLAT

THE T. DANIEL & WANDA R. PALMER PROPERTY

LOCAL CROSSROADS

MC CRONE

Engineers • Planners
Surveyors
Annapolis, Maryland

DRAWN BY

SCALE

DATE

JOB NO.

526 PAGE 185

272573

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Owner:
WEEMS CREEK MEDICAL ASSOCIATES
A Maryland Joint Venture

Address:
c/o Peter Schilder, M.D.
25 Shaw Street
Annapolis, Maryland 21401

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. Owner certifies herein that is is not the debtor and is not primarily liable for the indebtedness secured hereby, and the Lender has requested that it be indemnified against any loss caused by the nonpayment by the Debtor of the loan referred to herein.

4. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Owner and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Owner including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash held on account by Secured Party for or on behalf of the Owner.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Owner in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described

RECORD FEE
POSTAGE

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04/28/88

526 PAGE 186

premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Owner now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Owner for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Owner for use of the Owner as is necessary in connection with the construction of a two-story medical office building on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Indemnity Deed of Trust executed by WEEMS CREEK MEDICAL ASSOCIATES and Promissory Note of Stephen R. Brown, Anna Lena Brown, Vernon R. Croft, Anna Lisa Croft, Robert W. Frazier, Thomas B. Ducker, Barbara B. Ducker, Barbara T. Furlow, Karl R. Holschuh, Cynthia N. Holschuh, David C. Green, Susan A. Green, Michael J. LaPenta, Dorothy C. LaPenta, William A. Dabbs, Gail A. Dabbs, R. Scott Eden, Janice L. Bird, Richard Colgan, Deborah A. Colgan, Jon B. Lowe, Beverly A. Lowe, Carl W. Strawberry, Barbara G. Strawberry, David H. Lowe, Susan J. Lowe, James D. Biles, Brenda L. Biles, Raymond G. Herzinger, Imelda C. Herzinger, Edward M. Zagula, Pamela L. Zagula, Peter Schilder, Marion F. Schilder, Nicholas A. Capozzoli, Kathryn D. Capozzoli, Robert C. Moore, Yvonne E. Moore, George E. Linhardt, Sarah M. Linhardt, Michael C. Roberts, Adrian D. LaChapelle, Molly K. LaChapelle, Robert T. Peterson and Teresa C. Peterson, in the amount of \$7,500,000.00 executed even date herewith for the benefit of the Secured Party, said Indemnity Deed of Trust recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

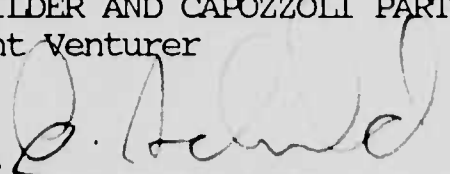
5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Owner:

WEEMS CREEK MEDICAL ASSOCIATES
A Maryland Joint Venture

BY: SCHILDER AND CAPOZZOLI PARTNERSHIP
Joint Venturer

BY:  (SEAL)
Peter Schilder

and

BY: Nicholas A. Capozzoli (SEAL)
Nicholas A. Capozzoli

PARTNERS

and

BY: BILES, HERZINGER AND ZAGULA PARTNERSHIP
Joint Venturer

BY: James D. Biles (SEAL)
James D. Biles

and

BY: Raymond G. Herzinger (SEAL)
Raymond G. Herzinger

and

BY: Edward M. Zagula (SEAL)
Edward M. Zagula

PARTNERS

and

BY: BROWN, CROFT AND FRAZIER VENTURE
Joint Venturer

BY: Stephen R. Brown (SEAL)
Stephen R. Brown

BY: Vernon R. Croft (SEAL)
Vernon R. Croft

BY: Robert W. Frazier (SEAL)
Robert W. Frazier

PARTNERS

and

BY: HOLSCHUH AND GREEN PARTNERSHIP
Joint Venturer

BY: Karl R. Holschuh (SEAL)
Karl R. Holschuh

and

BY: David C. Green (SEAL)
David C. Green

PARTNERS

and

BY: LAPENTA, DABBS, EDEN AND COLGAN PARTNERSHIP
Joint Venturer

BY: Michael J. LaPenta (SEAL)
Michael J. LaPenta

and

BY: William A. Dabbs (SEAL)
William A. Dabbs

and

BY: R. Scott Eden (SEAL)
R. Scott Eden

and
BY: Richard Colgan (SEAL)
Richard Colgan

PARTNERS

and

BY: LINHARDT AND MOORE PARTNERSHIP
Joint Venturer

BY: George E. Linhardt (SEAL)
George E. Linhardt

and

BY: Robert C. Moore (SEAL)
Robert C. Moore

PARTNERS

and

BY: LOWE AND FURLOW PARTNERSHIP
Joint Venturer

BY: Jon B. Lowe (SEAL)
Jon B. Lowe

and

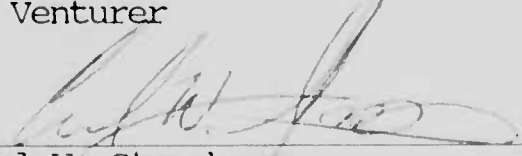
BY: Barbara T. Furlow (SEAL)
Barbara T. Furlow

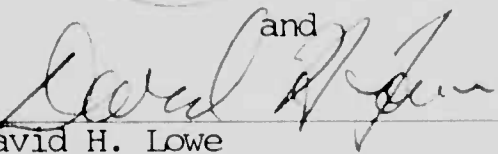
PARTNERS

and

526 190

BY: STRAWBERRY AND LOWE PARTNERSHIP
Joint Venturer


BY:  (SEAL)
Carl W. Strawberry

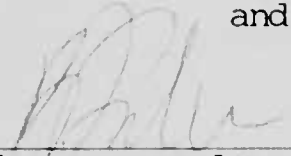
and
BY:  (SEAL)
David H. Lowe

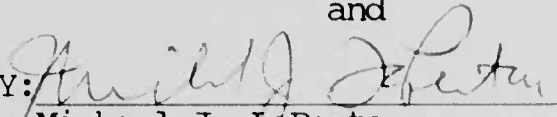
PARTNERS

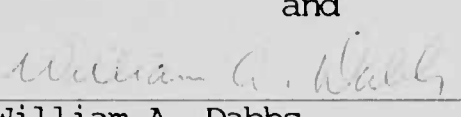
and

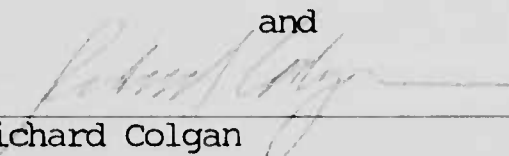
BY: WEEMS CREEK MEDICAL LAB PARTNERSHIP
Joint Venturer

BY:  (SEAL)
Jon B. Lowe

and
BY:  (SEAL)
Barbara T. Furlow

and
BY:  (SEAL)
Michael J. LaPenta

and
BY:  (SEAL)
William A. Dabbs

and
BY:  (SEAL)
Richard Colgan

PARTNERS

and

526 191

BY: WEEMS CREEK PHARMACY PARTNERSHIP
Joint Venturer

BY: Adrian D. LaChapelle (SEAL)
Adrian D. LaChapelle

and

BY: Michael C. Roberts (SEAL)
Michael C. Roberts

PARTNERS

and

BY: Robert T. Peterson (SEAL)
Robert T. Peterson
Joint Venturer

and

BY: Thomas B. Ducker (SEAL)
Thomas B. Ducker
Joint Venturer

Dated: 27 Apr 88

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S41113ms.fin

EXHIBIT A

DESCRIPTION OF 5.541 ACRES, MORE OR LESS
THE COX PROPERTY ON RIDGELY AVENUE
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
FOR WLEMS CREEK MEDICAL CENTER

526 192

BEGINNING for the same at an iron pipe found on the Northeast side of Ridgely Avenue and at the end of the North $36^{\circ} 50' 30''$ West 267.20 foot line of Parcel No. 8 of the conveyance from Edward Guy Cox, Personal Representative of the Estate of Edward Cox, Sr., to Clarence Alonzo Cox, Jerome Walter Cox and Edward Guy Cox, by deed dated September 27, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3346 at Page 617;

THENCE running from said beginning point, so fixed, leaving said Ridgely Avenue and with the Southeast right-of-way line of Cove of Cork Road as shown on State Road Commissions Plat No. 10251 (now known as Acorn Road), and also with the outlines of said Parcel No. 8, and with bearings corrected for magnetic differences, North $08^{\circ} 10' 10''$ East 42.35 feet to an iron pipe found;

THENCE continuing along the Southeast right-of-way line of said Cove of Cork Road (now known as Acorn Road), and also continuing with the outlines of said Parcel No. 8, North $53^{\circ} 12' 37''$ East 332.42 feet to an iron pipe found;

THENCE leaving said Cove of Cork Road (now known as Acorn Road) and with part of the South $36^{\circ} 45' 30''$ East 564.02 foot line of said Parcel No. 8, South $36^{\circ} 45' 30''$ East 455.89 feet to an iron pipe found at the beginning of the North $55^{\circ} 08'$ East 183.31 foot line of Parcel No. 4 of the above mentioned conveyance;

March 4, 1988

THENCE with said line, North $54^{\circ} 18' 33''$ East 183.44 feet to an iron pipe found at the end of said line and on the Southwest side of a 15 foot road;

THENCE crossing said 15 foot road, North $54^{\circ} 18' 33''$ East 15.01 feet to an iron pipe set on the Northeast side of said 15 foot road and in the North $37^{\circ} 22'$ West 100 foot line of Parcel No. 6 of the above mentioned conveyance;

THENCE with part of said line, and also with the Northeast side of said 15 foot road, North $38^{\circ} 05' 52''$ West 97.19 feet to an iron pipe set at the end of said line and at the intersection formed by the said Northeast side of said 15 foot road with the Southeast side of a 30 foot right-of-way;

THENCE with the Southeast side of said 30 foot right-of-way and with part of the North $53^{\circ} 58'$ East 162.94 foot line of said Parcel No. 6, North $53^{\circ} 13' 27''$ East 152.32 feet to an iron pipe set on the Southwest right-of-way line of Pafel Road as shown on State Roads Commission Plat No. 49758;

THENCE with said right-of-way line, South $37^{\circ} 30' 26''$ East 69.42 feet, South $05^{\circ} 10' 36''$ West 120.01 feet, and South $36^{\circ} 23' 32''$ West 124.09 feet to intersect the Northwest right-of-way line of U.S. Route 50 as shown on said State Road Commission Plat No. 49758;

THENCE with the Northwest right-of-way line of said U.S. Route 50, as shown on said Plat No. 49758, and also as shown on State Road Commission Plat No. 49755, South $44^{\circ} 26' 08''$ West 10.56 feet, South $53^{\circ} 13' 10''$ West 199.97 feet, South $44^{\circ} 35' 09''$ West 253.73 feet and South $89^{\circ} 34' 29''$ West 35.70 feet to intersect the Northeast right-of-way line of Ridgely Avenue as shown on said State Roads Commission Plat No. 49755;

THENCE with the said Northeast right-of-way line of Ridgely Avenue, as shown on said Plat No. 49755, North $35^{\circ} 37' 55''$ West 200.06 feet, North $37^{\circ} 03' 51''$ West 75.0 feet and North $82^{\circ} 41' 53''$ West 35.75 feet to intersect the North $36^{\circ} 50' 30''$ West 267.20 foot line of said Parcel No. 8;

THENCE with part of said line, and with the Northeast side of Ridgely Avenue, 40 feet wide, North $36^{\circ} 53' 36''$ West 245.71 feet to the place of beginning.

CONTAINING 5.541 Acres of Land, more or less, and as described by McCrone, Inc., in March 1988 from a field survey made in November, 1986.

MARCH 4, 1988

BEING all of, or all of the remainder of, Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, and Parcel No. 8 of the above mentioned conveyance from Edward Guy Cox, to Clarence Alonzo Cox, Jerome Walter Cox and Edward Guy Cox, by deed dated September 27, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3346 at Page 617.

ALSO BEING all of the conveyance from Jerome Walter Cox to Clarence Alonzo Cox and Edward Guy Cox by deed dated September 27, 1980 and recorded among the said Land Records in Liber 3346 at Page 623.

ALSO BEING a very small portion of the conveyance from Martha Cox, widow, to Edward Cox, and wife, by deed recorded among the said Land Records in Liber FAM 179 at Page 182.

THE above described also includes, and may be subject to that portion of the 15 foot roadway that lies adjacent to said Parcel No. 4 and Parcel No. 5 of Liber 3346 at Page 617 and as mentioned in said Parcels.

For reference see Deed To The State Of Maryland To the Use Of The State Highway Administration Of The Department Of Transportation dated October 7, 1987, from Nancy C. Cox, Personal Representative Of the Estate of Clarence Alonzo Cox, Anne Arundel County Estate No. 22720, and Nancy S. Cox, Personal Representative of the Estate of Edward Guy Cox, Anne Arundel County Estate No. 22598, recorded among the Land Records of Anne Arundel County, Maryland, in Book 4483 at Page 42.

See also Deed of Nancy S. Cox, Personal Representative of the Estate of Edward Guy Cox, Anne Arundel County Estate No. 22598, to Nancy S. Cox, individually, as sole heir of the Estate of Edward Guy Cox, dated March 9, 1988, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

PARCEL NO. 2

BEGINNING at an iron pipe at the southwest corner of Lot 198, Block 12, Plat of Garden Farms, and running thence North 36° 45' 30" West 263 feet to a pipe on the South side of Cove Road, thence with the same North 53° 11' 30" East 329.43 feet to a pipe, thence by a curve to the right an arc distant of 23.41 feet to a pipe on the Southwest side of Pafel Road, thence with the Southwest side of Pafel Road, South 37° 22' 30 " East 248.21 feet, thence South 53 degrees 12 minutes 30 seconds West 347.29 feet to the place of beginning.

BEING a part of the same property conveyed by Francis E. Gardiner, Jr. and Mildred W. Gardiner, his wife, to Clarence A. Cox and Nancy C. Cox, his wife, by Deed dated September 17, 1980, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3351 at Page 882, and described in said Deed as Parcel No. 1.

AND BEING all those parcels of land conveyed unto WEEMS CREEK MEDICAL ASSOCIATES by separate Deeds dated March 9, 1988 from Nancy C. Cox, surviving tenant by the entirety of Clarence A. Cox, deceased; and, Nancy S. Cox, individually, and Nancy C. Cox, Personal Representative of the Estate of Clarence A. Cox, respectively, recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

STATE OF MARYLAND
FINANCING STATEMENT FORM 600 526 PAGE 196 Identifying File No. 072570

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

Address

2. SECURED PARTY

Name JAMES G. SAKELLARIS

Address 5126 Harford Road

Baltimore, Maryland 21214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1993

4. This financing statement covers the following types (or items) of property: (list)

All equipment listed on Exhibit 1 to Agreement and Sale between James G. Sakellaris and Hristos Gaimanis, a copy of which is attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#160110 0237 R02 T09:33
04/28/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)


☐ (Products of collateral are also covered)

X 
(Signature of Debtor)

HRISTOS GAIMANIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

JAMES G. SAKELLARIS
Type or Print Above Signature on Above Line

526 197

EXHIBIT 1
TO AGREEMENT AND SALE

Q't.	Description	Serial Number
1	Blodget Pizza Oven (Top)	#054888186102
1	Blodget Pizza Oven (Bottom)	#058488186101
1	Ceciluxre Charbroiler Model CCB-24	#N004256
1	Star Refrig. Base #STSA-20RS	#DD-301664
1	M.M. 3 Comp. Sink w/facet #414-16-3-18LSR	#414-16-3-18LSR
1	M.M. Wall Shelf WS-1236-16-4	no number
1	M.M. Double Pot Rack WM60PR	no number
1	Metro Dunnage Rack - HP53C	no number
1	H-600 Mixer 230/60/L	#11-338-911
1	9" VS w/plate holder plus shredder plate	no number
1	1712 Electric Slicer	#11-341-362
1	Delfield 4048-8	#96367
1	Delfield 4048-12 Model 4048-12	#94721
1	Metro Shelving 72"x18"	no number
1	HCAD-65 Howard Freezer	#832248317
1	Manitowoc C-400 Bin & Stacking Kit	#840721965
1	Vulcan 6' Grill w/stand (used)	no number
1	Anets SDR-4 Sheeter	#20839-84
1	Manual Slicer Fleetwood #AS275	#N275A8410145
3	Metal Masters 4'x30" T3048B	no number
1	Metal Masters 6"x30" T3072B	no number
3	Metal Masters 3" T3036B	no number
1	Artic 6x6 Walk-in Model AJ74418C	#8C411523 Condenser Unit
1	S.S. Hood 14"x4' w/make-up air, 3 lights	no number
1	Metal Masters single sink HSA10	no number
3	14 Pitco Gas Fryers	
1	Sanyo 690-40 Cash Register	45901349

FINANCING STATEMENT

☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax, Principal
 Amount is \$ _____

☐ To Be Recorded in Land Records (For
 Fixtures Only)

ADDRESS

NAME

No. Street

City

State

1. Debtors(s)

Charles E. DiPaula 7501 Ritchie Highway Glen Burnie, MD 21061

2. Secured Party

CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-20
 located at 7501 Ritchie Hwy., Anne Arundel County, Glen Burnie, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown
 Service Station MD-20

RECORD FEE 11.00
 POSTAGE .50
 #160120 C237 R02 T09:34
 04/28/88

CHECK ☒ THE LINES WHICH APPLY

4. ☐ (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~

5. ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
☐ (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

CROWN CENTRAL PETROLEUM CORPORATION

By: _____

Type Name J.L.G. Yawman

Title Assistant Secretary

Debtor(s)

By: Charles E. DiPaula

Type or Print Name and Title of Each Signature

Mail to

272563

☐ To Be Recorded in Land Records
☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax on the principal amount of debt initially incurred of \$ _____

PLEASE FILE AT:
☐ SDAT
☐ Land Records of _____
☐ Financing Records of Baltimore County
☐ Other _____

FINANCING STATEMENT

April 2, 1988

1. Debtor: Address:
 PLEASURE COVE'S GIBSON ISLAND MARINA, LIMITED PARTNERSHIP 15525 Frederick Road Rockville, Maryland 20852
2. Secured Party: Address:
 FIRST AMERICAN BANK OF MARYLAND 111 S. Calvert Street Baltimore, Maryland 21202 Attention: Alice M. Keeney
3. This Financing Statement covers the following types (or items) of property:

(a) All that property situate and lying in Anne Arundel County, Maryland, and described in Exhibit "A" attached hereto and made a part hereof (the "Property").

TOGETHER with all Debtor's interest in the walks, fences, shrubbery, driveways, and all right, title and interest of Debtor, now owned, or hereafter acquired in and to any and all fixtures, and all machinery, equipment, apparatus, fittings, building materials, chattels, goods and other articles of property, whether real estate or not, and every other article, chattel or thing used, or to be used, or placed, or to be placed, on the Property, whether hereinafter enumerated or not, and whether or not affixed to the Property and which are used or useful in the operation of the Property or the project erected or hereafter erected thereon, or of any business now or hereafter operated by the Debtor or any occupant of the Property or any part thereof, including, without limitation, the following: All boat floats, dinghy racks and other boat racks, boat hoists, work barges, mowers, mower sulkys, slips, gas and electric fixtures, pipes,

conduits, wiring, radiators, heaters, engines, machinery, boilers, ranges, ovens, elevators, escalators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, heating, air conditioning and generating equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, rugs, carpeting, and other floor coverings, furniture and furnishings, laundry equipment, all cooking apparatus and appurtenances, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, communication equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, storm windows, screens, awnings, shades, venetian blinds, drapes, curtains, rods and brackets, office equipment, first aid, safety and recreation equipment, saunas, hot tubs, whirlpool baths, exercise equipment, window and vacuum cleaning equipment and systems, equipment for sanitary, drainage, cleaning or landscaping purposes, or for the removal of snow, dust, refuse or garbage, fire prevention and extinguishing equipment, tools, all swimming pool equipment, filters, chlorinators and related pool filtration equipment, all building material and equipment now or hereafter delivered to the Property and intended to be installed thereon, all work in process, and the plans and specifications and construction contracts and all of said articles of property. The specific enumerations herein shall not exclude the general, all renewals or replacements to any of the foregoing, all alterations, accessions, improvements and additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situate on the Property or intended to be used in connection with the operation thereof. All of the foregoing, so far as permitted by law, shall be deemed to be fixtures and part of the Property, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness. Disposition of any of the aforesaid or of any interest therein is prohibited unless consented to by Secured Party; however, if any disposition is made in violation hereof, Secured Party shall have a security interest in the proceeds therefrom to the fullest extent permitted by the law of Maryland; and

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights, accounts receivable, general intangibles, chattel paper, documents, notes and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, leases, deposits, sales contracts and other legal claims relating or appertaining to the aforesaid land and other property and its development, occupancy and use; and

TOGETHER with all property of the Debtor now or at any time hereafter in the possession of, in transit to, under the control of, or on deposit with the Secured Party, in

any capacity whatsoever, including, without limitation, any balance of any deposit account and any credits with the Secured Party; and

TOGETHER with all proceeds of insurance policies covering the Property; and

TOGETHER with all Debtor's right, title and interest in and to any and all judgments or awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property.

(b) Any and all leases covering any portion of the improvements situate on the Property (the "Leases").

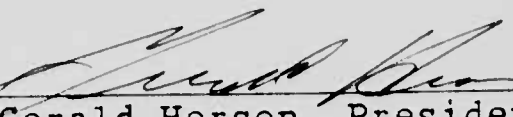
TOGETHER with all rents, income, profits and security deposits arising from said Leases and renewals thereof, if any, and together with all rents, income, profits and security deposits due or to become due from the Property, and from all Leases for the use and occupation of the Property which are now in existence or which may be executed in the future.

4. Proceeds of collateral are also covered.
5. The name of the record owner of the Property is (if other than Debtor): _____.
6. The aforesaid items are included as security in a deed of trust given by Debtor to Alice M. Keeney and Peter G. Zouck, Jr., Trustees, for the benefit of the Secured Party, which deed of trust is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland and secures an indebtedness owed by Debtor to Secured Party.

Debtor:

PLEASURE COVE'S GIBSON ISLAND
MARINA, LIMITED PARTNERSHIP

BY: PCGI Marina, Inc., a Maryland
corporation, General Partner

By:  (SEAL)
Gerald Herson, President

To the Filing Officer: After this statement has been recorded please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

8586g

EXHIBIT A

All that certain land situate in Anne Arundel County, Maryland, and more particularly described as follows:

Units A-1, A-2, B-1 and B-2, Yard Works 48 and 49 and Storage Units numbered 1 through 47, inclusive as shown on Plat entitled "Gibson Island Yacht Basin, a Condominium," which Plat is recorded among the Plat Records of Anne Arundel County at Plat Book E-21, pages 47, 48 and 49, together with the appurtenant undivided interests in the common elements of the Condominium, and the right to use all limited common elements including Boat Slips appurtenant to said Storage Units.

SUBJECT to the Condominium Declaration and By-Laws as the same are recorded among the Land Records of Anne Arundel County, Maryland at Liber 3523, folio 493, and Liber 3523, folio 532.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, alleys, ways, privileges, appurtenances, advantages, rents, royalties, mineral, oil and gas rights and profits, waters, riparian rights, and other profits pertaining to the above-described real property and all furniture, fixtures and equipment now or hereafter located on or attached to the above-described real property.

Mail to

After Recordation Mail to:
Real Title Company, Inc.
2009 14th Street North
Arlington, Va. 22201

Attn

RTC No

113

526 2012

272502

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Doris M. Terry

Betty M. Terry

Mailing Address

Lot 34 CROWNVILLE Rd

Summerhill M.H. Park

Crownsville, Md. 21032

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
14x64 Overland Park Serial # (0100) 1988
Central A/C, steps, anchors, skirting
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Doris Marie Terry
DORIS M. TERRY
Betty M. Terry
BETTY M. TERRY

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Wanda Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, which has been assigned to The Savings Bank of Baltimore.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526-2114
272506

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$If this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.1 ~~XXXXXX~~ Lessee:

Name College Parkway Ice Cream and Yogert, Inc. T/a Triplets

Address 1280 Bay Dale Dr., Arnold, MD 21012

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Electro Freeze Soft Serve Machine
#30TNCAB C 7046

Name and address of Assignee

Meridian Bank
5 Penn Ctr Plaza, 3rd Fl.
Philadelphia, PA 19103

"TOTAL RECEIVABLE \$17,185.92."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Donald MacMurray Sec. Tres.

College Parkway Ice Cream and Yogert, Inc. T/a Triplets

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sandy Shoggett Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

526 215

_____	To be	Recorded	_____	Subject to	Recording
		in Land			Tax
X	Not to be	Records	X	Not Subject to	

FINANCING STATEMENT
(Maryland)

1. Debtor Baltimore Car and Truck Rental, Inc.
2303 N. Howard Street
Baltimore, Maryland 21218
2. Secured Party Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

3. This Financing Statement covers the following types of property:

A. Inventory. All of Debtor's inventory, including but not limited to all trucks, cars and other motor vehicles as well as any machinery and equipment held by Debtor for sale or lease, both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and noncash proceeds and products thereof.

B. Accounts. All of the Debtor's accounts (including, without limitation, all leases, notes, notes receivable, drafts, acceptances, and similar instruments and documents and the right to receive rents and other payment thereunder) both now owned and hereafter acquired, together with (i) all cash and noncash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and noncash proceeds and products of all such goods.

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and noncash proceeds and products thereof.

13.50

D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, including, but not limited to, all of the Debtor's chattel paper which evidences both a monetary obligation and a security interest in or lease of any motor vehicle owned by the Debtor, together with (i) all moneys due and to become due thereunder, (ii) all cash and noncash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and noncash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and noncash proceeds thereof.

4. If above described personal property is to be affixed to real property, describe real property:

N/A

5. If collateral is crops, describe real estate:

N/A

6. Proceeds of collateral, including insurance proceeds, are covered.

7. Products of collateral are covered.

DEBTOR:

BALTIMORE CAR AND TRUCK
RENTAL, INC.

By: Mark Eisenberg
Mark Eisenberg, President

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

Christopher J. Fritz, Esquire
Gallagher, Evelius & Jones
Park Charles - Suite 400
218 N. Charles Street
Baltimore, Maryland 21201

PLEASE RECORD AS FOLLOWS:

1. In the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. In the Financing Statement Records of Baltimore City, Maryland.
3. In the Financing Statement Records of Anne Arundel County, Maryland.

MPK:61450

_____ To be	Recorded	_____ Subject to	Recording
	in Land		Tax
X Not to be	Records	X Not Subject to	

FINANCING STATEMENT
(Maryland)

272500

1. Debtor Leasing Syndications, Ltd.
2303 North Howard Street
Baltimore, Maryland 21218
2. Secured Party Mercantile-Safe Deposit and Trust
Company
Two Hopkins Plaza
Baltimore, Maryland 21201
3. This Financing Statement covers the following types of property:

A. Inventory. All of Debtor's inventory, including but not limited to all trucks, cars and other motor vehicles as well as any machinery and equipment held by Debtor for sale or lease, both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and noncash proceeds and products thereof.

B. Accounts. All of the Debtor's accounts (including, without limitation, all leases, notes, notes receivable, drafts, acceptances, and similar instruments and documents and the right to receive rents and other payment thereunder) both now owned and hereafter acquired, together with (i) all cash and noncash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and noncash proceeds and products of all such goods.

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and noncash proceeds and products thereof.

13150

D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, including, but not limited to, all of the Debtor's chattel paper which evidences both a monetary obligation and a security interest in or lease of any motor vehicle owned by the Debtor, together with (i) all moneys due and to become due thereunder, (ii) all cash and noncash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and noncash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and noncash proceeds thereof.

4. If above described personal property is to be affixed to real property, describe real property:
N/A
5. If collateral is crops, describe real estate:
N/A
6. Proceeds of collateral, including insurance proceeds, are covered.
7. Products of collateral are covered.

DEBTOR:

LEASING SYNDICATIONS, LTD.

By: 

Mark Eisenberg, President

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

Christopher J. Fritz, Esquire
Gallagher, Evelius & Jones
Park Charles - Suite 400
218 N. Charles Street
Baltimore, Maryland 21201

PLEASE RECORD AS FOLLOWS:

1. In the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
2. In the Financing Statement Records of Baltimore City, Maryland.
3. In the Financing Statement Records of Anne Arundel County, Maryland.

MPK:6146b

Cann, Lucas

526 211

272599

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
P.J.'s Deli, Inc.	1641 Route 3 Unit 105 Crofton, Maryland 20769	
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840		
7. This financing statement covers the following types (or items) of property (Describe)		
All Accounts Recievable, Inventory, Equipment & Leasehold Improvements now owned or hereafter acquired for this and future loan agreements to Citizen's Bank & Trust Co. of Maryland		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. (<input checked="" type="checkbox"/>) Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other <u>SDAT</u>		
9. Transaction is (<input checked="" type="checkbox"/>), is not (<input type="checkbox"/>), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>50,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)		
<u>P.J.'s Deli, Inc.</u>		
<u>Patricia J. Comer</u> Patricia J. Comer, Secretary/Treasurer Signature(s) of Secured Party(ies) or Assignee(s)		
<u>Donald B. McKay</u> By <u>Assistant Treasurer</u> (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30 Printed in U. S. A.		

11
350.50

STATE OF MARYLAND

BOOK 526 PAGE 212

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266073

RECORDED IN LIBER 508 FOLIO 182 ON Feb. 10, 1987 (DATE)

1. DEBTOR

Name Sarro/Siegel Leasing Partnership
Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>GRGMR</p>	

Dated April 25, 1988

Sarro/Siegel Leasing Partnership

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated April 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thakorbhai K. Patel and Savita T. PatelAddress Box 357, Route 3 North, Millersville, MD 21108

2. SECURED PARTY

Name The Bank of Glen BurnieAddress P.O. Drawer 70, Glen Burnie, MD 21061CHARLES W. AYRES, JR., P.O. Box 670, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at Brooklyn Motel, 4802-4808 Ritchie Highway, Brooklyn, Maryland. All Debtor's inventory.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
Brooklyn Motel - Lots 9 & 10, Section H, Plat of Subdivision
No. 1 of Brooklyn Park of John K. Culver

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Thakorbhai K. Patel
(Signature of Debtor)

Thakorbhai K. Patel
Type or Print Above Name on Above Line

Savita T. Patel
(Signature of Debtor)

Savita T. Patel
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

[Signature]
(Signature of Secured Party)

Stephen G. Boyd, Senior Vice President
Type or Print Above Signature on Above Line

17.50

STATE OF MARYLAND

526 211

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247713
RECORDED IN LIBER 462 FOLIO 539 ON 6-10-83 (DATE)

1. DEBTOR

Name MORGAN, TIMOTHY J. d/b/a MONTGOMERY VENDING & SNAX SALES
Address 8280 Patuxent Range Road, Jessup, Maryland

2. SECURED PARTY

Name TOM'S SNAX COMPANY, a Division of General Mills
Address 900 Eighth Street, Columbus, Georgia 31994

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Assignee: MUSCOGEE SALES CO., a Div. of TOM'S FOODS, INC. 900 Eighth Street Columbus, Georgia 31994</p> <p>Property: See attached sheet.</p>	

Dated 4-21-88

TOM'S SNAX COMPANY, a Division of General Mills

Oscar L. Betts, III
(Signature of Secured Party)

OSCAR L. BETTS, III
Type or Print Above Name on Above Line
Asst. Secretary

1650

462 540

II. Collateral. The collateral of this Security Agreement is:

A. All those certain food vending machines described as follows:

SEE ATTACHED

B. All inventory of merchandise, goods and other personal property now owned or hereafter acquired by Debtor which are held for sale in Debtor's business, including, without limitation all inventory located at Debtor's warehouse at 8280 Patuxent Range Road, Jessup, Maryland, and all inventory located on Debtor's trucks. It is understood between Debtor and Secured Party that Debtor's inventory of merchandise, goods and other personal property will change in specifics and the lien herein created on said inventory is a

C. Continuing general lien and security interest in all accounts receivable now or hereafter owned or acquired by Debtor arising from the sale of merchandise in the course of Debtor's business.

LOT 402 W/541. 526 W/216

D. All display equipment now or hereafter owned or acquired by Debtor located at Debtor's warehouse at the address above and on location at Debtor's customer's places of business.

E. All office and warehouse furniture, furnishings and equipment located at Debtor's place of business at the address shown above.

F. All trucks owned by Debtor described and designated as follows:

One 1979 Chevrolet truck,
Serial Number CPL3593310774

G. All food vending machines manufactured by William F. Shepherd, Inc., Cincinnati, Ohio, and POLYVEND, INC., Conway, Arkansas, now owned by Debtor and all food vending machines manufactured by William F. Shepherd, Inc., Cincinnati, Ohio, and POLYVEND, INC., Conway, Arkansas, hereafter acquired by Debtor, together with all additions, substitutions or replacements thereto.

BOOK 402 PAGE 542

Vend Machines:

BOOK 526 PAGE 217

<u>Model</u>	<u>SERIAL #</u>	<u>Model</u>	<u>SERIAL #</u>	<u>Model</u>	<u>SERIAL #</u>
H-22	82335	H-22	22-322D	HS-20	14170
"	72693	"	222171	"	14032
"	29012	"	77902	"	14031
"	85837	"	84904	"	9893
"	59926	"	85838	"	14030
"	84959	"	85839	"	11341
"	67217	"	22332	"	15402
"	59081	"	Rylaud Building Systems		
"	84954		Columbia, Ind.		
"	77889	"	59087	H-17	9075
"	77892	"	21215	"	12374
"	22-346D	"	77898	"	9675
"	84906	"	72322	"	WATERLOO St
"	84016	"	22-229D		JESSUP, Md
"	84958	"	32104	"	13521
"	22134	"	77901	"	1166
"	64024	"	84020	"	4543
"	23325	"	22-332D	"	4544
"	71725	"	22326	"	7984
"	81218	"	High Hill Church		
"	80744		Wheaton, Md.		
"	72324	"	42231	H-12	X286
"	72591				
"	82339				
"	65629				

Exhibit A

STATE OF MARYLAND

526 FILE 218

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247713

RECORDED IN LIBER 462 FOLIO 539 ON 6-10-83 (DATE)

1. DEBTOR

Name MORGAN, TIMOTHY J. d/b/a MONTGOMERY VENDING & SNAX SALES
Address 8280 Patuxent Range Road, Jessup, Maryland

2. SECURED PARTY

Name TOM'S SNAX COMPANY, a Division of General Mills
Address 900 Eighth Street, Columbus, Georgia 31994

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Debtor's address is amended to read:
3218 Glen Carlyn Road
Falls Church, VA 22041

RECORDED FILE 10.00
POSTAGE 1.00
#115110-177 100 109103
14-28/111
RHM

TOM'S SNAX COMPANY, a Division of General Mills

Dated 4-21-88

Oscar L. Betts III
(Signature of Secured Party)

153 OSCAR L. BETTS, III
Type or Print Above Name on Above Line
Asst. Secretary

272501

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax, Principal Amount is \$ 31,575.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Fleet Business School, Inc.

(Name)
1939 Lincoln Drive
(Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Nicholas P. Lambrow
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See attached schedule "A"

RECORDED FEB 17 1980
RECEIVED TAX 274.00
RECEIVED - 50
MAIL ROOM FEB 17 1980
102/28/80

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)
(Signature)
James H. Graves, President
(Print or Type Name)

(Seal)

(Seal)
(Signature)


(Print or Type Name)

13
224.50

IBM INVENTORY

IBM PC #1		256K Memory
System Unit	S/N 16096875150	Dual Floppy Disk
Monitor	S/N 0531790	No Graphics Board
Keyboard	P/N 1503206 D1383	Monochrome
IBM PC #2		256K Memory
System Unit	S/N 16099015150	Dual Floppy Disk
Monitor	S/N 0559141	No Graphics Board
Keyboard	N/A	Monochrome
IBM PC #3		256K Memory
System Unit	S/N 16097765150	Dual Floppy Disk
Monitor	S/N 0559174	No Graphics Board
Keyboard	P/N 1503206 D1725	Monochrome
IBM PC #4		256K Memory
System Unit	S/N 16072905151	Dual Floppy Disk
Monitor	S/N 0559177	No Graphics Board
Keyboard	N/A	Monochrome
IBM PC#5		256K Memory
System Unit	S/N 16073915150	Dual Floppy Disk
Monitor	S/N 0531781	No Graphics Board
Keyboard	N/A	Monochrome
IBM PC#6		256K Memory
System Unit	S/N 16071795150	Dual Floppy Disk
Monitor	S/N 0559165	No Graphics Board
Keyboard	S/N T1026008	Monochrome
IBM PC#7		256K Memory
System Unit	S/N 16099175150	Dual Floppy Disk
Monitor	S/N 0495442	No Graphics Board
Keyboard	N/A	Monochrome
IBM PC#8		256K Memory
System Unit	S/N 16095195150	Dual Floppy Disk
Monitor	S/N 0559122	No Graphics Board
Keyboard	S/N 047881ST	Monochrome

Two IBM PC's Keyboards are in storage, one has bad "G" key.
the other has bad "+" (plus) key.



MISCELLANEOUS

Vision System #9
System Unit BS 103466-528782
Keyboard S/N 70700546

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #10
System Unit S/N 975091
Keyboard S/N 70700549

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #11
System Unit BS 103462-528460
Keyboard S/N 70602889

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #12
System Unit BS 103464-528409
Keyboard S/N 70700547

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #13
System Unit BS 103469-528771
Keyboard S/N 70700548

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #14
System Unit BS 107179-528477
Keyboard S/N 70602888

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Samsung System #15
Monitor S/N 8741188105
System Unit BS 103470-528780
Keyboard S/N 70602886

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

Vision System #17
System Unit SN.I. 6028444
Keyboard S/N 70716325

640K Memory
Dual Floppy Disk
Hercules Card
Monochrome

PRINTER

Diablo 630

Printer S/N 899682



Anne Arundel County

STATE OF MARYLAND

526 222

FINANCING STATEMENT FORM UCC-1

Identifying File No.

242592

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nucci Brothers, Inc.

Address 2810 Walters Lane -- Forestville, MD 20747

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1) Pettibone B-66-B, s/n 5749 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

(Signature of Debtor)

Nucci Brothers, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/50

(Signature of Secured Party)

Bruce H. Dean

L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 526 PAGE 223

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272593

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ 136,000.00

If this statement is to be recorded
in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$952.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Skinner, Logsdon Construction & Equipment, Inc.
Address 8226B Telegraph Road Odenton, MD 21113

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 952.00
POSTAGE .50
#15280 0777 004 009112
04/29/86

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Skinner, Logsdon Construction & Equipment, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 22nd day of April, 1988 by and between
Skinner, Logsdon Construction & Equipment, Inc., having its principal place of business
at 8226B Telegraph Road, Canton, MD 21113
"Mortgagor" and Credit Alliance Corporation "Mortgagee"

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges, mortgages to Mortgagee, all and singular, the goods, chattels, and property described in the annexed Schedule A ~~and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, and other property being hereinafter referred to as the "Mortgaged Property").~~ to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, and guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest commissions, obligations, liabilities, indebtedness, charges, and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is to the possession of the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1-15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage the Mortgaged Property and every part thereof is free and clear of all the liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of the Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of the Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of the Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagor agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect of the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies, aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and it thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing and Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of the Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or effecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Skinner, Logsdon Construction & Equipment, Inc. (Seal)

By

Mortgagor

(Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Thomas C. Skinner being duly sworn, deposes and says

President

of

Skinner, Logsdon Construction & Equipment, Inc.

1. He is the (Mortgagor) described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage and said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets, or defenses against the same

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this

day of

19

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

I,

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

day of

19

in (Place)

in said County before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership named as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

of
Skinner, Logsdon Construction & Equipment, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC

(NOTOTORIAL SEAL)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 22, 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Bobcat Loader	743	5019-M-25343
One (1)	Parsons Trencher W/new Backhoe Attachment S/N 6772194	P-75	1-23
One (1)	Caterpillar Dozer	D3	79U2173
One (1)	Caterpillar Loader	951C	86J4707
One (1)	John Deere Wheel Loader/Backhoe	310A	323192
One (1)	John Deere Excavator	790	CK0790X004048

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Skinner, Logsdon Construction &
Equipment, Inc.

By: Thomas L. Skinner President

****PLEASE SUPPLY FILE # AND FOLIO # AND LIBER # ****

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272597

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/26/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Estey Pools & Spas Inc
Address 2104 Jumpers Hole Road Pasadena, Maryland 21122

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- ☒ (Proceeds of collateral are also covered)
☒ (Products of collateral are also covered)

X Joseph H. TABELING
(Signature of Debtor)

X JOSEPH H. TABELING (President)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Wohkittel
(Signature of Secured Party)

Paul Wohkittel, Branch Manager

Type or Print Above Signature on Above Line

1750

Anne Arundel County

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No. _____
Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement #84945/ 255927
Date of Filing March 26 1985 am 9:15 Record Reference Lib 483 page 319
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Historic Inns of Annapolis</u>	<u>21</u>	<u>Church Circle</u>	<u>Annapolis</u>	<u>Maryland</u>
<u>Limited Partnership</u>				
<u>c/o The Maryland Inn</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Collateral Financial</u>	<u>444</u>	<u>Lafayette Road</u>	<u>St. Paul</u>	<u>Minnesota</u>
<u>Services, Inc.</u>				

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☐ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☒ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER
First American Bank, N.A. 740 15th Street, N.W. Washington DC 20005

RECORD FEE

10.00

POSTAGE

.50

#115330 C777 R04 109116

04/25/85

RHM

Debtor(s) or assignor(s)

Collateral Financial Services, Inc.
(Corporate, Trade or Firm Name) (Seal)

[Signature]
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.50

RETURN TO:

A26006

10/31

Rec Tax 77.00

Filing 11.00

88.00

50

88 50

272303

BOOK 526 PAGE 229

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,980.00

If this statement is to be recorded in land records check here ☐

Recordation tax is \$77.00
4/8/88

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name

MR. TRANSMISSION

Address

425 CANTON HIGHWAY S. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name

AEL LEASING CO. INC.

Address

PO BOX 13428 READING, PA. 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- BEN PEARSON PIRE BENDER

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Mr. Transmission

Brady A. Lail
(Signature of Debtor)

Brady Lail, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00

RECORD TAX 77.00

POSTAGE .50

AEL Leasing Co Inc. #115580 CTTT R04 109410

04/29/88

Shirley Camilli
(Signature of Secured Party)

Shirley Camilli

Type or Print Above Signature on Above Line

17 77.50

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

272001

UCC-1

- ☒ Not Subject to Recordation Tax **BOOK 526 PAGE 230**
☐ Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lallie, Inc.
(Name or Names)
P.O. Box 6400, 101 Gibraltar Street, Annapolis, MD 21401
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Therm-O-Type Thermography Machine, Model 410, S/N 873

RECORD FEE 11.00
POSTAGE .30
#115390 C777 R04 10711
04/29/00
AH

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):
Lallie, Inc.
By: Carl Farnham, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corp.
By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Return To: Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 2312
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 72595

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James A. Pyles, SR.
Address 1627 Colony Rd., Pasadena, MD 21122

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1	Kubota	L2250DT-1	Tractor # 52462
1	Kubota	BF400G	Loader # 15800
1	GreatPlains	LR1584	Backhoe
1	Bush Hog	SQ60	Mower

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

54900-813744

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

* James A. Pyles
(Signature of Debtor)

James A. Pyles, SR.
Type or Print Above Name on Above Line

* Evelyn Pyles
(Signature of Debtor)

Evelyn Pyles
Type or Print Above Signature on Above Line

W. E. Richardson, Pres.
(Signature of Secured Party)

W. E. Richardson
Type or Print Above Signature on Above Line

1150

Anne Arundel

BOOK 526 PAGE 232

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. Assign.
Original Filing 502 294 September 4, 1986
RECORDED IN LIBER 512 POLIO 185 ON May 14, 1987 (DATE)

1. DEBTOR

Name The North Arundel Hospital Association, Inc.

Address 301 Hospital Drive Glen Burnie, MD 21061

2. SECURED PARTY

Name * (Assignee) Mellon Bank (East) National Association

Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	ASSIGNED TO: Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, MD 20817	

RECORD FEE 10.00
POSTAGE .50
#115450 CTT R04 109122
04/29/88
RAM

Mellon Bank (East) National Association

Dated January 14, 1988

Eileen Schmenek
(Signature of Secured Party)

Eileen Schmenek
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267013

RECORDED IN LIBER 510 FOLIO 439 ON April 7, 1987 (DATE)

1. DEBTOR

Name Builders Leasing Company

Address Suite 1703, 10401 Grosvenor Place Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, Maryland 20817

RECORD FEE 10.00

POSTAGE .50

#115460 CTT7 406 109122

RAM 04/29/88

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
(Signature of Secured Party)
Florin Schmanek
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 61144RECORDED IN LIBER 409 FOLIO 558 ON March 6, 1987 (DATE)

1. DEBTOR

Name Builders Leasing CompanyAddress Suite 1703, 10401 Grosvenor Place, Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National AssociationAddress Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE 1.50

M115470 CT77 R04 109122

RHM 04/29/88

Mellon Bank (East) National Association

Dated January 1st 1988Florin W. Schmanek
(Signature of Secured Party)Florin W. Schmanek
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264525

RECORDED IN LIBER 504 FOLIO 487 ON October 23, 1986 (DATE)

1. DEBTOR

Name BUILDERS LEASING COMPANY
 Address SUITE 1703, 10401 Grosvenor Place, Rockville, MD 20852

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION
 Address MELLON BANK CENTER PHILADELPHIA, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
 6500 Rock Spring Drive
 Bethesda, Maryland 20817

RECORD FEE 10.00

POSTAGE .50

#115480 0777 R04 108123

PSM

04/29/88

MELLON BANK (EAST) NATIONAL ASSOCIATION

Dated

January 1988

Florin Schmanek
 (Signature of Secured Party)

FLORIN Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264502

RECORDED IN LIBER 504 FOLIO 456 ON October 23, 1986 (DATE)

1. DEBTOR

LESSEE Name THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.

Address 301 Hospital Drive Glen Burnie A.S.Co. MD 21061

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION

Address MELLON BANK CENTER PHILADELPHIA, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, Maryland 20817

RECORD FEE 10.00

POSTAGE .50

#115450 0777 804 10912

MELLON BANK (EAST) NATIONAL ASSOCIATION 04/29/88

Dated January 1st 1988

Oliver Schmanek
(Signature of Secured Party)

Florian Schmanek
Type or Print Above Name on Above Line

RAM

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267004

RECORDED IN LIBER 510 FOLIO 425 ON April 7, 1987 (DATE)

1. DEBTOR

Name Builders Leasing Company
 Address Suite 1703, 10401 Grosvenor Place, Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National Association
 Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO:</p> <p style="margin-left: 100px;">Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, MD 20817</p>	

RECORD FEE 10.00

POSTAGE .50

#115500 CT77 1004 107123

04/29/88

RJM

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
 (Signature of Secured Party)
Florin Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265842

RECORDED IN LIBER 507 FOLIO 431 ON February 5, 1987 (DATE)

1. DEBTOR

Name The North Arundel Hospital Association, Inc.

Address 301 Hospital Drive Glen Burnie A.A. Co. Maryland 21061

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK [] FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
 6500 Rock Spring Drive
 Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE .30

#115510 C777 R04 TOP123

RAM

04/27/87

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
 (Signature of Secured Party)

Florin Schmanek
 Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259840

RECORDED IN LIBER 493 FOLIO 221 ON January 3, 1986 (DATE)

1. DEBTOR

Name Builders Leasing Company

Address Suite 1703, 10401 Grosvenor Place Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK [] FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE .50

#115520 CTTT R04 TOR124

04/29/88

RMND

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
(Signature of Secured Party)
Florin Schmanek
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259818

RECORDED IN LIBER 493 FOLIO 224 ON January 3, 1986 (DATE)

1. DEBTOR

Name The North Arundel Hospital Association, Inc.

Address 301 Hospital Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO:</p> <p>Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, MD 20817</p>	

CHECK IN FORM OF STATEMENT

RECORD FEE 10.00

POSTAGE .50

#115530 CT77 R04 109124

04/28/88

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
(Signature of Secured Party)

FLORIN Schmanek
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263666RECORDED IN LIBER 502 FOLIO 351 ON September 5, 1936 (DATE)

1. DEBTOR

Name Builders Leasing CompanyAddress Suite 1703, 10401 Grosvenor Place Rockville, MD 20852

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATIONAddress MELLON BANK CENTER PHILADELPHIA, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

RECORD FEE 10.00

POSTAGE 1.50

M115540 CTTT 104 109424

RHM

04/29/88

MELLON BANK (EAST) NATIONAL ASSOCIATION

Dated January 1st 1988Florin Schmanek
(Signature of Secured Party)FLORIN Schmanek
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267921

RECORDED IN LIBER 513 FOLIO 113 ON June 9, 1987 (DATE)

1. DEBTOR

Name BUILDERS LEASING COMPANY

Address SUITE 1703, 10401 GROSVENOR PLACE ROCKVILLE, MD 20852

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION

Address MELLON BANK CENTER PHILADELPHIA, PA. 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
ASSIGNED TO: MELLON BANK (MD) 6500 ROCK SPRING DRIVE BETHESDA, MARYLAND 20817		

RECORD FEE 10.00

POSTAGE .30

M115550 E777 R04 T09

Dated January 1st 1988

MELLON BANK (EAST) NATIONAL ASSOCIATION

Florin Schmanek
(Signature of Secured Party)

04/29/117

Florin Schmanek
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263666

RECORDED IN LIBER 502 FOLIO 351 ON _____ (DATE)

1. DEBTOR

Name Builders Leasing Company

Address Suite 1703, 10401 Grosvenor Place, Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (Md)
6500 Rock Spring Drive
Bethesda, MD 20817

RECORD FEE

10.00

POSTAGE

.50

#115560 CTTT 004 T09125

04/09/88

RLK

Mellon Bank (East) National Association

Dated January 1st 1988

John Schmanek
(Signature of Secured Party)

FLOAN Schmanek
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262024

RECORDED IN LIBER 498 FOLIO 308 ON May 26, 1986 (DATE)

1. DEBTOR

LESSEE Name The North Arundel Hospital Association, Inc.
 Address 301 Hospital Drive Glen Burnie, A.A.Co. MD 21061

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION
 Address MELLON BANK CENTER PHILADELPHIA, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO:</p> <p style="margin-left: 40px;">MELLON BANK (MD) 6500 ROCK SPRING DRIVE BETHESDA, MARYLAND 20817</p>	

RECORD FEE 10.00

POSTAGE .50

1115570 0777 104 109125

04/29/86

RHM

MELLON BANK (EAST) NATIONAL ASSOCIATION

Dated January 1st 1988

Florin Schmanek
 (Signature of Secured Party)

FLORIN Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262023

RECORDED IN LIBER 498 FOLIO 305 ON May 26, 1986 (DATE)

1. DEBTOR

Name Builders Leasing Company
 Address Suite 1703, 10401 Grosvenor Place Rockville, MD 20852

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION
 Address MELLON BANK CENTER PHILADELPHIA, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

ASSIGNED TO:

MELLON BANK (MD)
 6500 ROCK SPRING DRIVE
 BETHESDA, MARYLAND 20817

RECORD FEE 10.00

POSTAGE .50

#115990 CTTT R04 T09425

04/27/86

MELLON BANK (EAST) NATIONAL ASSOCIATION

RUM

Dated January 1st 1988

John Schmanek
 (Signature of Secured Party)

FLORIN Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260487
RECORDED IN LIBER 495 FOLIO 3 ON February 20, 1986 (DATE)

1. DEBTOR

Name Builders Leasing Company
Address Suite 1703, 10401 Grosvenor Place Rockville, MD 20352

2. SECURED PARTY

Name Mellon Bank (East) National Association
Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
ASSIGNED TO: Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, Maryland 20817	

RECORD FEE 10.00
POSTAGE .50
#113580 1777 RM4 10/1/25
04/29/88
RMM

Mellon Bank (East) National Association

Dated January 1st 1988Florin Schmonick
(Signature of Secured Party)
Florin Schmonick
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265841RECORDED IN LIBER 507 FOLIO 429 ON February 5, 1987 (DATE)

1. DEBTOR

Name The North Arundel Hospital Association, Inc.Address 301 Hospital Drive Glen Burnie A.A.Co. MD 21061

2. SECURED PARTY

Name Mellon Bank (East) National AssociationAddress Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE .50

#115600 CT77 R04 109433

04/29/88

RLAK

Mellon Bank (East) National Association

Dated January 1st 1988John Schmeck
(Signature of Secured Party)Fleeta Schmeck
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265843

RECORDED IN LIBER 507 FOLIO 433 ON February 5, 1987 (DATE)

1. DEBTOR

Name Builders Leasing Company
Address Suite 1703, 10401 Grosvenor Place Rockville, MD 20852

2. SECURED PARTY

Name Mellon Bank (East) National Association
Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ONE FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
6500 Rock Spring Drive
Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE .50

#115610 CITY R04 1094 05

04/29/87

RAM

Mellon Bank (East) National Association

Dated January 1st 1988

John Schmanek
(Signature of Secured Party)

Florida Schmanek
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261710

RECORDED IN LIBER 497 FOLIO 583 ON May 3, 1936 (DATE)

1. DEBTOR

LESSEE Name The North Arundel Hospital Association, Inc.
 Address 301 Hospital Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

LESSOR Name Mellon Bank (East) National Association
 Address Mellon Bank Center Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

ASSIGNED TO:

Mellon Bank (MD)
 6500 Rock Spring Drive
 Bethesda, MD 20817

RECORD FEE 10.00

POSTAGE .50

#115620 CTTT 004 109136

04/29/08

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
 (Signature of Secured Party)

Florin Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264892

RECORDED IN LIBER 505 FOLIO 415 ON December 2, 1986 (DATE)

1. DEBTOR

Name RT Leasing Associates

Address 1710 Midway Road, Odenton, MD 21113

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address 4 Mellon Bank Center, 17th Floor

Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 30, 1991

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
 (Indicate whether amendment, termination, etc.)

Assigned to: Mellon Bank (MD)
 6500 Rock Spring Drive
 Bethesda, MD 20817

RECORD FEE

10.00

POSTAGE

.50

#115630 CTTY R04 109130

04/29/01

Mellon Bank (East) National Association

Dated January 1st 1988

Florin Schmanek
 (Signature of Secured Party)

Florin Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263210

RECORDED IN LIBER 501 FOLIO 450 ON 8/7/86 (DATE)

1. DEBTOR

Name Besche Oil Company, Inc.

Address Old Washington Road, Waldorf, MD 20601

2. SECURED PARTY

Name Mellon Bank (East) National Association

Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1991

CHECK ONE FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>ASSIGN TO:</p> <p>Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, MD 20817</p>		

RECORD FEE 10.00

POSTAGE .50

#115640 0777 R04 109136

08/29/86

Dated January 1st 1988

Mellon Bank (East) National Association

Florin Schmanek
 (Signature of Secured Party)

Florin Schmanek
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260423

RECORDED IN LIBER 494 FOLIO 583 ON February 18, 1986 (DATE)

1. DEBTOR

LESSEE Name The North Arundel Hospital Association, Inc.
 Address 301 Hospital Drive Glen Burnie, MD 21061

2. SECURED PARTY

Name MELLON BANK (EAST) NATIONAL ASSOCIATION
 Address MELLON BANK CENTER PHILADELPHIA, PA. 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNED TO: Mellon Bank (MD) 6500 Rock Spring Drive Bethesda, Maryland 20817</p>	

RECORD FEE 10.00

POSTAGE .30

#115650 CTTT R04 T094.0

04/29/88

MELLON BANK (EAST) NATIONAL ASSOCIATION

Dated January 11th 1988

Flora Schmanek
 (Signature of Secured Party)

Flora Schmanek
 Type or Print Above Name on Above Line

273028

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation
tax indicate amount of taxable debt here. \$ _____If this statement is to be recorded
in land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Skinner & Logsdon Construction, Inc.
Address P.O. Box 782 Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The Milton James Company
Address 8411 Pulaski Highway Baltimore, Maryland 21237

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Excavator	RG6466T18313		690C	1988
		DW690CB513895			

CHECK ☐ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are to be grown on: (describe real estate)

RECORD FEE 11.00

#115700 5777 004 109190

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

04/29/05

- ☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Skinner & Logsdon Construc., Inc.

(Signature of Debtor)

The Milton James Company

(Signature of Secured Party)

Thomas C. Skinner, President
 Type or Print Above Signature on Above Line

Brian N. Bankard, President
 Type or Print Above Name on Above Line

BOOK 526 PAGE 254

272388

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Sharp Steel Erectors, Inc.

Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name R & D Equipment Sales, Inc.

Address P.O. Box 227 Gambrills, MD 21054

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Sharp Steel Erectors, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

21.50

CONDITIONAL SALE CONTRACT NOTE

TO: R & D Equipment Sales, Inc.

FROM: Sharp Steel Erectors, Inc.

P.O. Box 227, Cambrills, MD 21054
(Address of Seller)4975 Muddy Creek Road, West River, MD 20778
(Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1973 Grove Model TMS180
Hydraulic Crane, S/N 23268

(1) TIME SALES PRICE	\$ 53,380.00
(2) Less DOWN PAYMENT IN CASH	\$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance)	\$ 43,380.00

The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at:

West River, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty three thousand three hundred eighty and 00/100 ***** Dollars (\$ 43,380.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 25th day of May, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,205.00 and the final installment being in the amount of \$ 1,205.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: April 22, 19 88Accepted R & D Equipment Sales, Inc. (SEAL)
(Print Name of Seller Here)Sharp Steel Erectors, Inc. (SEAL)
(Print Name of Buyer-Maker Here)By: [Signature]By: Edgar C. Sharp, Pres.
Co-Buyer-Maker: Edgar C. Sharp, Pres. (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: April 22, 19 88 R & D Equipment Sales, Inc. (SEAL)

 (Witness) By: _____

 (Signature: Title of Office, "Partner" or "Proprietor")

CONDITIONAL SALE CONTRACT NOTE

TO: R & D Equipment Sales, Inc.

FROM: Sharp Steel Erectors, Inc.

P.O. Box 227, Gambrills, MD 21054

4975 Muddy Creek Road, West River, MD 20778

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1973 Grove Model TMS180
Hydraulic Crane, S/N 23268

(1) TIME SALES PRICE \$ 53,380.00

(2) Less DOWN PAYMENT IN CASH \$ 10,000.00

(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-

(4) CONTRACT PRICE (Time Balance) \$ 43,380.00

The property purchased shall remain personally and not become part of any
realty and shall be located and kept for use at:

West River, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Forty three thousand three hundred eighty and 00/100*******
 ***** Dollars (\$ **43,380.00**)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 25th day of May, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,205.00 and the final installment being in the amount of \$ 1,205.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: April 22, 19 88Accepted R & D Equipment Sales, Inc. (SEAL)

(Print Name of Seller Here)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

Sharp Steel Erectors, Inc. (SEAL)

(Print Name of Buyer-Maker Here)

By: [Signature]Co-Buyer-Maker: Edgar E. Sharp, Pres.

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

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ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, reimbursing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or charge applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glover Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

GUARANTORS-ENDORSERS SIGN HERE:
 THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer herein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefit of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notwithstanding anything contained herein to the contrary, Seller hereby irrevocably assigns all its rights under the above described assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

(SEAL)

Date: April 22, 19 88

(Witness)

I & P Equipment Sales, Inc. (SEAL)
 (Corporate, Partnership or Trade Name or Individual Signature)
 By: [Signature]
 (Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

Ry: [Signature]
(Signature: Title of Officer, "Partner" or "Proprietor")

FINANCING STATEMENT

BOOK 526 PAGE 259
272369

1. Name of Debtor: PLAZA DEL RIO LIMITED PARTNERSHIP,
trading in Arizona as PDR
Limited Partnership
Address: c/o BTR Realty, Inc.
1302 Concourse Drive, Suite 202
Linthicum, Maryland 21090
2. Name of Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
Address: 110 South Paca Street
Commercial Real Estate
Division 109-900
Baltimore, Maryland 21201
3. This Financing Statement covers the following types (or items)
of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Yuma County, Arizona and more particularly described in a Deed of Trust and Assignment of Rents with Security Agreement and Financing Statement (Fixture Filing) (the "Deed of Trust") dated April 13, 1988, from Debtor to Fidelity National Title Agency of Maricopa County, Inc., Trustee, which Deed of Trust was recorded or intended to be recorded among the Land Records of Yuma County, Arizona contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

PLAZA DEL RIO LIMITED PARTNERSHIP,
trading in Arizona as PDR Limited
Partnership

By: BTR Yuma, Inc., General Partner

By: 7 Patrick Hughes (SEAL)
VICE PRESIDENT F. Patrick Hughes
Vice President

DATED: April 13, 1988

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 800
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and
Taxation
Anne Arundel County Financing Statement
Records

02-G-0831-263319

1272370

BOOK 526 PAGE 261

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 46,606.12
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es).	SECURED PARTY'S Name and Address
Davis, Cynthia Louise 15 River Dr. Severna Park, MD 21146	Bank of Delaware 350 Delaware Ave. Wilmington, DE 19801

This Financing Statement covers the following types of items of property:

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

New 1988 Chriscraft - '88 Volvo Mtr
CCHE4D68L788

26'

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

Cynthia Louise Davis

SECURED PARTY

RECORD FEE 11.00

RECORD TAX 329.00

POSTAGE .50

By

C. David Hitchens
C. David Hitchens

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer)

Anne Arundel Co.

11-
329
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 262
Identifying File No. 272596

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gilligan Development, Inc.

Address 1655 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive

Baltimore, MD 21221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Canon Fax 620 S/N 9210681
FC 620

AH RECORD FEE 11.00

POSTAGE .50

M116010 CTTT D04 T0915

04/09/11

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

W. Dennis Gilligan, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Gerald T. Day

Type or Print Above Signature on Above Line

272597

This FINANCING STATEMENT is presented to a filing officer for filing in the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) K-S Trading Corporation 5195 Raynor Avenue Linthicum, Maryland 21090	2. Secured Party(ies) and address(es) CITIZENS AND SOUTHERN COMMERCIAL CORPORATION 110 East 59th Street New York, NY 10022	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 1.10 RECORD FEE 9.90 POSTAGE .50 #116080 CITY RD 109159
4. This financing statement covers the following types (or items) of property: SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.		5. Assignee(s) of Secured Party and Address(es) 04/28/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: Anne Arundel County Maryland
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 1		
K-S Trading Corporation	CITIZENS AND SOUTHERN COMMERCIAL CORPORATION	
By: <u><i>[Signature]</i></u> Signature(s) of Debtor(s)	Title <u><i>President</i></u> By: <u><i>[Signature]</i></u> Signature(s) of Secured Party(ies)	Title <u><i>AVC</i></u>
(1) Filing Officer Copy-Alpha-Netical	STANDARD FORM - FORM UCC-1.	(For Use In Most States)

SCHEDULE A

All present and future accounts, contract rights, general intangibles, instruments, documents, and chattel paper, as defined in the Uniform Commercial Code, wherever located and all returned and other goods relating thereto.

~~K-S Trading Corporation~~ (Debtor)

By: *Shi a long*

Title: *President*

CITIZENS AND SOUTHERN
COMMERCIAL CORPORATION

By: *Richard Barber*

Title: *AVP*

This financing statement covers and the debtor hereby grants to the secured party a security interest in:

All Inventory, including but not limited to all new and used motor vehicles, campers, travel trailers, mobile homes and motor homes and all automotive parts and accessories, whether now owned or hereafter acquired, together with all additions and accessions thereto; and

All Chattel Paper, Accounts whether or not earned by performance, Contract Rights, Documents, Instruments, General Intangibles, Consumer Goods, Equipment, Fixtures and Leasehold Improvements, whether now owned or hereafter acquired, together with all additions and accessions thereto; and

All Proceeds of the property covered by this statement, including but not limited to Insurance Proceeds on the property, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating to the property.

273029

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code:		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
All Star Automotive	8217 MD Rt. 3 North Millersville, MD 21108	
3. Secured Party(ies) and Complete Address(es)	4. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CHRYSLER CREDIT CORPORATION P.O. Box 995 Green Farms, CT 06436	RECORD FEE 11.00 POSTAGE .50 #162659 C23T R02 T14:34 AH 04/29/88	
5. This Financing Statement covers the following types (or items) of property: (Describe)		
See Attached		
6. <input checked="" type="checkbox"/> Proceeds of collateral are also covered.	7. <input checked="" type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented: _____
8. Filed with Circuit Court Clerk of Anne Arundel County County: Other _____		
9. Transaction is <input type="checkbox"/> is not <input checked="" type="checkbox"/> (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This Financing Statement shall be returned, after recordation, to the Secured Party, shown above, or to		
SIGNATURE(S) OF DEBTOR(S):		SIGNATURE OF SECURED PARTY(IES) OR ASSIGNEES:
A All Star Automotive, _____		Chrysler Credit Corporation
By <u>Richard J. Yasky</u>		By <u>D.A. Ziegler</u>
FILING OFFICER COPY		Title: Branch Manager
TYPE OR PRINT NAMES CLEARLY BELOW SIGNATURES		

PLEASE RETURN TO:
CHRYSLER CREDIT CORP.
P. O. BOX 10015
TOWSON, MD 21204

This financing statement covers and the debtor hereby grants to the secured party a security interest in:

All Inventory, including but not limited to all new and used motor vehicles, campers, travel trailers, mobile homes and motor homes and all automotive parts and accessories, whether now owned or hereafter acquired, together with all additions and accessions thereto; and

All Chattel Paper, Accounts whether or not earned by performance, Contract Rights, Documents, Instruments, General Intangibles, Consumer Goods, Equipment, Fixtures and Leasehold Improvements, whether now owned or hereafter acquired, together with all additions and accessions thereto; and

All Proceeds of the property covered by this statement, including but not limited to Insurance Proceeds on the property, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating to the property.

STATE OF MARYLAND

Anne Arundel County Chattel Records

BOOK 526 PAGE 267

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260326

RECORDED IN LIBER 494 FOLIO 434 ON February 6, 1986 (DATE)

1. DEBTOR

Name Fawcett Boat Supplies, Inc.

Address 110 Commerce Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 East Lombard Street, Baltimore, Maryland 21202

Patrick Ash, Legal Assistant, Gebhardt & Smith, The World Trade Center,
9th Floor, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

811680 CTTT R04 114138

04/29/88

Phm

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

Dated 27 April 1988

BALTIMORE FEDERAL FINANCIAL, F.S.A.

By:

Name: *Paul H. Ash*
(Signature of Secured Party)

Title: Asst. Secy

Type or Print Above Name on Above Line

10-50

A.A. Co.
04794

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272539

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All goods and equipment described in Security Agreement, Trust Letter and/or Schedule annexed hereto between Debtor and Secured Party. This filing is made for notification purposes only, as Debtor is Bailee of goods for Secured Party and title to and ownership of the goods is and shall remain vested in Secured Party.

RECORD FEE 13.00
POSTAGE .50
#116650 CTTT 804 T14130
04/29/08

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Baldwin Service Center, Inc.

[Signature]
(Signature of Debtor)

Credit Alliance Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

1380

Baldwin Service Center, Inc.
Defense Highway 450 @ 178
Annapolis, Maryland 21401

BOOK 526 PAGE 269

April 8, 1988

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
Glen Burnie, Maryland 21061

RE: Contract dated October 16, 1987 between Baldwin Service Center,
Inc., and Kenneth C. Prince T/A Grace Equipment Co.
Account Number: 0-589B-C-02-04794-2

Gentlemen:

This is to confirm that we now hold at the premises located at Defense Highway 450 @ 178, Annapolis, Maryland 21401 for your account and subject to your exclusive written instructions and control, the equipment described in the above-captioned title retention/lien instrument executed by the above-captioned customer, which contract we have heretofore sold and assigned to you. We shall continue to so hold this equipment, without charge to you, and shall not remove or permit same to be removed from the above-mentioned premises until it is disposed of in accordance with your written instructions and with your written approval. We acknowledge that this arrangement does not and shall not release or impair our obligations to you with respect to the above-captioned title retention/lien instrument and is without prejudice to your rights or remedies against us, the captioned customer or with respect to said equipment. We further acknowledge that full title to said equipment is and shall remain vested in you by virtue of said title retention/lien instrument and our assignment thereof along with all of our right, title and interest therein and to the equipment, notwithstanding the fact that we are and shall be holding said equipment in trust for you pursuant to the terms hereof. We hereby waive, postpone, subordinate and/or assign in your favor any mechanics' repairmen's, suppliers' and/or garagemen's lien and/or other rights, statutory or otherwise, which we may have with regard to the equipment and any additions and improvements thereto. While such equipment is in our possession, we shall maintain adequate insurance thereon for your benefit.

This will also confirm our agreement to indemnify and save you harmless from any and all claims, damages, expenses or losses arising out of, based upon or relating to any action or proceeding heretofore taken or which may hereafter be taken relative to the above-captioned account or the equipment involved therein.

Very truly yours,

Baldwin Service Center, Inc.

BY: *F. Gregory Baldwin*
TITLE: Pres

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: *F. Gregory Baldwin*
Pres

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or *Lease dated April 8 19 88 between the undersigned.

DESCRIPTION OF EQUIPMENT			
QUANTITY	(Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
(1)	Dresser Wheel Loader	520B	06092

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Baldwin Service Center, Inc.

By: J. Gregory Tinkler Pres.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 271
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272600

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COOCH & BOWERS PA
Address ARNOLD STATION STE 201 1460 RITCHIE HWY
ARNOLD MD 21012

2. SECURED PARTY

Name West Publishing Company
Address 50 W Kellogg Blvd
P O Box 64526
St Paul MN 55164-0526

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 13.00
#116740 CT77 RM4 T1-141

04/29/88

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT #84792

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)13.80 SEE ATTACHED SECURITY AGREEMENT
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WEST PUBLISHING CO

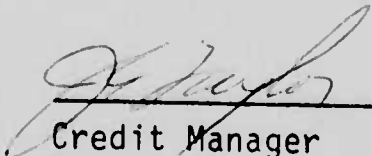
(Signature of Secured Party)

LIEN CLERK

Type or Print Above Signature on Above Line

CERTIFICATION OF COPY OF CONTRACT

I, J E Taylor, Credit Manager of West Publishing Company, St Paul,
Minnesota have personally compared the attached copy with the original
contract of 4-15-88 between COOCH & BOWERS PA
ARNOLD MD and
the West Publishing Company and do hereby certify that this is a true
and exact copy.


Credit Manager
West Publishing Company
St Paul, Minnesota

S 1217

BOOK 526 PAGE 272

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 274
Identifying File No. 272601

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated August 20, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE PAVING CO., INC.

Address 238 WEST STREET ANNAPOLIS, MD 21401

2. SECURED PARTY

Name AE FINLEY & ASSOC. OF VA, INC.

Address P.O. BOX 466 CHANTILLY, VA 22021

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

ONE- MAULDIN 1987 SUPER PAVER POWERED BY A 37 HP WISCONSIN GAS ENGINE AND EQUIPPED WITH: KEY START, TRACKS, GREY PAINT, AND COMPLETER WITH ALL OTHER STANDARD EQUIPMENT. S/N: 87-10-173-ST

ONE- MAULDIN 1987 MODEL 4000A ARTICULATED VIBRATORY ROLLER POWERED BY A KOHLER GAS ENGINE AND EQUIPPED WITH: FIBERGLASS WATER TANK, KEY START, AND COMPLETE WITH ALL OTHER STANDARD EQUIPMENT. S/N: 4-9-87-193-A

RECORD FEE 11.00
POSTAGE .50

#116790 CTTT R04 T14143

04/29/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Martha D. Wilson
(Signature of Debtor)

Chesapeake Paving Co., Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.50

J. M. Honeycutt
(Signature of Secured Party)

A.E. Finley & Associates of Va., Inc.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 526 PAGE 275

FINANCING STATEMENT FORM UCC-1

Identifying File No.

272602

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-12-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Amoco

Address 502 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name GENERAL EQUIPMENT LEASING COMPANY

Address 5 Revere Drive, Northbrook, IL 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2-15-93

4. This financing statement covers the following types (or items) of property: (list)

Equipment consists of:

- 1 460940 675490 ACDA 1000 computerized engine analyzer
- 1 461075 675498 Diagnostic module
- 1 461563 675501 Chrysler Computer interface

Name and address of Assignee
Cole Taylor Bank/Main
350 E. Dundee Road
Wheeling, IL. 60090

together with all accessions, attachments & appurtenances thereto & all substitutions & replacements thereof and all Casualty Insurance Policies thereon. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

This is a conditional sales contract. Collateral is ~~not~~ subject to recordation tax.CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

(Signature of Debtor) Frank J. Sanzone - Owner

Severna Park Amoco

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Thomas N. Doughty - Exec. V.P.
GENERAL EQUIPMENT LEASING COMPANY
Type or Print Above Signature on Above Line

11-30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

272603

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOLIDAY UNIVERSAL, INC.Address 300 East Joppa Road, Towson, Maryland 21204

2. SECURED PARTY * PLEASE CROSS INDEX UNDER ADDITIONAL DEBTOR NAMES ON THE ATTACHED EXHIBIT

Name FINANCIAL INVESTMENT ASSOCIATES INCORPORATEDAddress 191 Haukegan Road, Suite 106, Northfield, Illinois 60093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE

12.00

POSTAGE

.50

3. Maturity date of obligation (if any) _____ #117000 FEE R04 114157

4. This financing statement covers the following types (or items) of property: (list) 01/29/88

Equipment described on the attached sheets plus any additions, substitutions or replacements thereof, located as shown on attached sheets under an Equipment Master Lease Agreement No. 401-60-1001-02 dated June 5, 1987, Schedule 03 dated March 28, 1988 between Debtor as Lessee and Secured Party as Lessor.

Filed with: Anne Arundel County - Maryland

NOT SUBJECT TO RECORDATION TAX - TRUE LEASE

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

HOLIDAY UNIVERSAL, INC.

Type or Print Above Name on Above Line

R. J. Pasquale Treasurer

(Signature of Debtor)

R. J. PASQUALE

TREASURER

Type or Print Above Signature on Above Line

BETH FREEMAN - SR ADM

Beth Freeman

(Signature of Secured Party)

FINANCIAL INVESTMENT ASSOCIATES INCORPORATED

Type or Print Above Signature on Above Line

1820

STATE OF MARYLAND

BOOK 526 PAGE 276

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

272603

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOLIDAY UNIVERSAL, INC.

Address 300 East Joppa Road, Towson, Maryland 21204

2. SECURED PARTY * PLEASE CROSS INDEX UNDER ADDITIONAL DEBTOR NAMES ON THE ATTACHED EXHIBIT

Name FINANCIAL INVESTMENT ASSOCIATES INCORPORATED

Address 191 Waukegan Road, Suite 106, Northfield, Illinois 60093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on the attached sheets plus any additions, substitutions or replacements thereof, located as shown on attached sheets under an Equipment Master Lease Agreement No. 401-60-1001-02 dated June 5, 1987, Schedule 03 dated March 28, 1988 between Debtor as Lessee and Secured Party as Lessor.

Filed with: Anne Arundel County - Maryland

NOT SUBJECT TO RECORDATION TAX - TRUE LEASE

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

HOLIDAY UNIVERSAL, INC.

Type or Print Above Name on Above Line

R.J. Pasquale Treasurer

(Signature of Debtor)

R.J. PASQUALE

TREASURER
Type or Print Above Signature on Above Line

BETH FREEMAN - SR ADM

Beth Freeman - Sr ADM

(Signature of Secured Party)

FINANCIAL INVESTMENT ASSOCIATES INCORPORATED
Type or Print Above Signature on Above Line

1852

*LOCATION: HOLIDAY UNIVERSAL, INC. d/b/a
HOLIDAY SPA OF GLEN BURNIE
7138 North Ritchie Highway
Glen Burnie, Maryland 21061

BOOK 526 PAGE 277

SUPPLIED BY: PARAMOUNT FITNESS EQUIPMENT CORP.
Los Angeles, California
INVOICE NO.: 00015180

<u>QTY.</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
165	90530	10 LBS WEIGHT CHROMED (B293)
10	90510	5 LBS WEIGHT CHROMED (B292)

SUPPLIED BY: HOGGAN HEALTH INDUSTRIES, INC.
Draper, Utah
INVOICE NO.: 12071

<u>QTY.</u>	<u>DESCRIPTION</u>
1 PR.	1015 CHROME DUMBBELLS 85 LBS.
1 PR.	1015 CHROME DUMBBELLS 90 LBS.

MARYLAND FINANCING STATEMENT

272604

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Robert C. Erich, Sr. T/A Erich's Barber & Styling
 408 Crain Highway (Name or Names) Glen Burnie, Maryland 21061
 (Address) CFSL 2618

LESSEE _____
 (Name or Names) _____
 (Address) _____

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
 of LESSOR 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

One - Imperial 3624S Wet Booth unit 119
 3- Imperial 3624S Styling Station (No Mirrors) #119
 3- Marble Bowl #200 Fixture 500 with Vacuum Breaker
 4- Global Barber Chairs #6006 with Brackets #42
 1- Headrest for 6006 #42
 2- B409 Auto Shampoo Chairs #42

RECORD FEE 12.00

POSTAGE .50

#117010 CT77 R04 T14758

04/29/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE Robert C. Erich, Sr.
Erich's Barber & Styling

By: Robert C Erich SR (Title)

ROBERT C ERICH SR
 (Type or print name of person signing)

By: Robert C. Erich Owner
 (Title)

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 Manager

By: Brian G. Connolly (Title)
 Brian G. Connolly

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 8767 SATYR HILL ROAD
 BALTIMORE, MD 21234

12.50

MARYLAND FINANCING STATEMENT

BOOK 526 PAGE 279272605

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Regency Homes Corporation
102 Old Solomona Island Rd. (Name or Names) Annapolis, Md. 21401
 (Address) HSA 2615

LESSEE _____
 (Name or Names) _____
 (Address) _____

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
 Of LESSOR 1505 York Road (Name or Names) 21093 Lutherville, Md.
 (Address)

4. This financing Statement covers the following types (or items) of property:

One - AT & T, 6300 WGS, Computer w/30 Mb Hard Drive, Monitor & Keyboard, One - IBM Quietwriter III Printer & Printer Cable, One - Cut Sheet Feeder for Printer

RECORD FEE 11.00

POSTAGE .50

#117020 CTTT R04 114150

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

04/29/00

LESSEE Regency Homes Corporation

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 Manager

X By: Frank V. Mazza (Title)

By: Brian G. Connolly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: Frank V. Mazza
 (Title)

Return to:

(Type or print name of person signing)

11/5

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) ANCHOR MOTOR FREIGHT, INC. DORSEY RUN ROAD & ROUTE 32 JESSUP, MD 20794	2 Secured Party(ies) and Address(es) THE FIRESTONE TIRE & RUBBER COMPANY 1200 FIRESTONE PARKWAY AKRON, OH 44317	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 4444720 CITY RD 4 (11/14/98) 6/19/98
4 This financing statement covers the following types (or items) of property: ALL TIRES, TUBES, OTHER MACHINERY, INVENTORY, AND EQUIPMENT AND ALL PROCEEDS THEREOF HERETOFORE OR HEREAFTER FURNISHED TO LESSEE BY LESSOR, INCLUDING WITHOUT LIMITATION, SUCH AS MAY BE FURNISHED PURSUANT TO OR IN CONNECTION WITH THE MILEAGE LEASE AGREEMENT BETWEEN THEM IN EFFECT FROM TIME TO TIME. FIRESTONE IS A LESSOR AND HAS FILED THIS STATEMENT FOR NOTICE PURPOSES AS PROVIDED FOR AT SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE.		5. Assignee(s) of Secured Party and Address(es)

Check ☒ if covered:

☐ Products of Collateral are also covered

No. of additional sheets presented:

Filed with CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY ANNAPOLIS, MD 21401
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

ANCHOR MOTOR FREIGHT, INC.

THE FIRESTONE TIRE & RUBBER COMPANY

By: Gary M. Limer
Signature(s) of Debtor(s)

By: ML Casner
Signature(s) of Secured Party(ies)

FILING OFFICER COPY—ALPHABETICAL
STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is
approved by the Secretary of State

Revised, Eff. 1/1/79

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) XXXXXXXXXX XXXXXXXXXX LEASEWAY MOTORCAR TRANSPORT COMPANY DORSEY RUN ROAD & ROUTE 32 JESSUP, MD 20794	2 Secured Party(ies) and Address(es) THE FIRESTONE TIRE & RUBBER COMPANY 1200 FIRESTONE PARKWAY AKRON, OH 44317	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 AH POSTAGE .50
4 This financing statement covers the following types (or items) of property: ALL TIRES, TUBES, OTHER MACHINERY, INVENTORY, AND EQUIPMENT AND ALL PROCEEDS THEREOF HERETOFORE OR HEREAFTER FURNISHED TO LESSEE BY LESSOR, INCLUDING WITHOUT LIMITATION, SUCH AS MAY BE FURNISHED PURSUANT TO OR IN CONNECTION WITH THE MILEAGE LEASE AGREEMENT BETWEEN THEM IN EFFECT FROM TIME TO TIME.		5. Assignee(s) of Secured Party and Address(es) #116710 CTTT R04 114139 04/29/08

FIRESTONE IS A LESSOR AND HAS FILED THIS STATEMENT FOR NOTICE PURPOSES AS
PROVIDED FOR AT SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE.

Check ☒ if covered: ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with COUNTY RECORDER, ANNE ARUNDEL COUNTY, ANNAPOLIS, MD 21401
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

LEASEWAY MOTORCAR TRANSPORT COMPANY	THE FIRESTONE TIRE & RUBBER COMPANY
By: <u>Gary M. Lucas</u> Signature(s) of Debtor(s)	By: <u>M. L. Caswell</u> Signature(s) of Secured Party(ies)

FILING OFFICER COPY—ALPHABETICAL
STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is
approved by the Secretary of State

Revised, Eff. 1/1/79

272608

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) NU-CAR CARRIERS, INC. 8455 DORSEY RUN ROAD JESSUP, MD 20794	2 Secured Party(ies) and Address(es) THE FIRESTONE TIRE & RUBBER COMPANY 1200 FIRESTONE PARKWAY AKRON, OH 44317	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property: ALL TIRES, TUBES, OTHER MACHINERY, INVENTORY, AND EQUIPMENT AND ALL PROCEEDS THEREOF HERETOFORE OR HEREAFTER FURNISHED TO LESSEE BY LESSOR, INCLUDING WITHOUT LIMITATION, SUCH AS MAY BE FURNISHED PURSUANT TO OR IN CONNECTION WITH THE MILEAGE LEASE AGREEMENT BETWEEN THEM IN EFFECT FROM TIME TO TIME.		5. Assignee(s) of Secured Party and Address(es) 06/19/88

FIRESTONE IS A LESSOR AND HAS FILED THIS STATEMENT FOR NOTICE PURPOSES AS PROVIDED FOR AT SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE.

Check ☒ if covered:☐ Products of Collateral are also covered

No. of additional sheets presented:

Filed with ANNE ARUNDEL COUNTY

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

NU-CAR CARRIERS, INC.

THE FIRESTONE TIRE & RUBBER COMPANY

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

FILING OFFICER COPY—ALPHABETICAL

This form of financing statement is approved by the Secretary of State

Revised, Eff. 1/1/79

STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

BOOK 526 PAGE 283

272609

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies)

Address(es) And Name(s):

Contracting Leasing & Rental Co., Inc.
307 Scotts Manor Drive
Glen Burnie, MD. 21061

JOHN C. LOUIS CO., INC.
1805 Cherry Hill Road
Baltimore, MD. 21230

ANNE ARUNDEL COUNTY

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00

POSTAGE .30

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

- (1) New 743 Melroe Bobcat with 60" Bucket w/teeth
S/N 501937672
(1) Beck Trailer 3EL19 New 1BH602029JL003779

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.
THIS COVERS A CONDITIONAL SALES CONTRACT.
DEBT EXCEEDS \$200.00

☒ Proceeds of the collateral are also covered.
Filed with: ☐ Sec. of State

☐ Filing Office of _____ County/City

8. Signatures:

Contracting Leasing & Rental Co., Inc.

JOHN C. LOUIS CO., INC.

By

JOHN COMBS PRESIDENT

By

WILMER S. DAVISON

Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

PRESIDENT
FORM UCC

1

272610

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) Name(s) and Address(es)	4 For Filing Officer: Date, Time, No. Filing Office	
Bight Services, Inc. 922 Klakring Road Annapolis Landing Marina Annapolis, MD 21403	NATIONAL BANK OF BOYERTOWN P.O. Box 547 Boyertown, Pennsylvania 19512	AH RECORD FEE 11.00 POSTAGE .50 #116730 0777 R04 T14140 04/28/88	
5 This Financing Statement covers the following types (or items) of property		6 Assignee(s) of Secured Party and Address(es)	
1) ITT Aries Key Service Unit 4) ITT Aries Key Telephones		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
<input type="checkbox"/> Products of the Collateral are also covered 8 Describe Real Estate Here:	Rectax \$1,895.00 <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner RECORD TAX 14.00	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:	
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		<input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>Chris L. Cooper</u> President Signature(s) of Debtor(s)		NATIONAL BANK OF BOYERTOWN Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(1) FILING OFFICE COPY - NUMERICAL (5.83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Robert B. Dunn T/A DUNN'S REPAIR 149 Gilbrator Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) MAROX LEASING COMPANY 31 Pickburn Court Cockeysville, MD 21030	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #117080 0777 804 115134 OK
4. This statement refers to original Financing Statement bearing File No. <u>11251</u> <u>498-593</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>June 11</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

MAROX LEASING COMPANY
By: *Glenn Schutze*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271095
 RECORDED IN LIBER 521 FOLIO 391 ON 12/30/87 (DATE)

1. DEBTOR

Name Canavan Brothers Concrete Inc.
 Address 352 Volley Court Arnold, Md 21012

2. SECURED PARTY

Name J.I. Case Credit Corporation
 Address 5790 Widewaters Parkway, Syracuse, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT

Please amend the Security to Read:

One Eager Beaver 10HA Trailer S/n 1120HA208Ht100159
 Case 580K Loader Extendahoe S/N 17426269
 Case 580K Loader Extendahoe S/N JJG008747

County 0620

RECORD FEE 10.00

POSTAGE .50

#117130 CTT7 R04 T15:30

RMK 04/29/00

Dated April 12, 1988
[Signature]
 CUSTOMER SIGNATURE

J.I. Case Credit Corporation
 (Signature of Secured Party)
[Signature]
 Type or Print Above Name on Above Line Fin Mgr.

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) A Container Corporation 135 Roesler Road Glen Burnie, MD 21061 #2185	2. Secured Party(ies) and address(es) P.C. Leasing Corporation 630 Third Avenue New York, NY 10017	RECORD FEE 10.00 #117100 CT77 RM T1513 04/29/87 OK
4. This statement refers to original Financing Statement bearing File No. <u>926449 268839</u> Filed with <u>Anne Arundel County</u> Date Filed <u>7/30/87</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Assigned to: Amsave Credit Corporation
 1370 Avenue of the Americas
 New York, NY 10019

Equipment: See Schedule A attached hereto and made a part hereof.

No. of additional Sheets presented: _____

By: _____ P.C. Leasing Corporation
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] VP.
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

AMC029X AMC0041

SCHEDULE A

BOOK 526 PAGE 288

EQUIPMENT: One (1) Kwik-Set 80" x 115" Die Cutter, S/N 8163;
One (1) 47" x 86" Discharge System/Layout Drawing
#87-05-010 System A including:
One (1) 48" Non-Powered Heavy Duty Roller Conveyor x 45';
One (1) 48" x 12' Operator Controlled Infeed Pusher with
Footswitch Control;
One (1) Control Panel with one Drive;

All equipment listed above complete with any and all attachments,
accessions, additions, replacements, improvements, modifications and
substitutions thereto and therefor and all proceeds including
insurance proceeds thereof and therefrom.

Ref: SCH-2185

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, MD 21061 #2185	2. Secured Party(ies) and address(es) Amsave Credit Corporation 1370 Avenue of the Americas New York, NY 10019	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>926449</u> Filed with <u>Anne Arundel Cty.</u> Date Filed <u>7/30/87</u> 19 <u>87</u>		RECORD FEE 10.00 #117110 CT77 R04 11513 CK 07/30/87
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Amendment to include serial number 8163 on One (1) Kwik-Set 80" x 115" Die Cutter.

MBA Container Corporation		Amsave Credit Corporation	
By: <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3	

AMC 29 XAMC 41

FINANCING STATEMENT

272622

1. To Be Recorded in the Land and Financing Records of Anne Arundel County.

2. To Be Recorded in the Financing Records at the State Department of Assessments and Taxation.

3. Not Subject to Recordation Tax. Recordation Tax has been paid on the principal amount of \$375,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

4. Debtor Name	Address
206 West General Partnership, Inc.	206 West Street Annapolis, Maryland 21401

5. Secured Party	Address
The Annapolis Banking and Trust Company	18 Church Circle Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#251190 0345 001 12:00
02/88

6. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April _____, 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located at 202-206 West Street, Annapolis, Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1811
ANNAPOLIS, MD 21404
(301) 263-8255

Debtor:
206 WEST GENERAL PARTNERSHIP,
INC., a Maryland Corporation

BY: *Diane C. White*
DIANE C. WHITE, President

Secured Party:
THE ANNAPOLIS BANK AND TRUST
COMPANY

BY: *John M. Suit, II*
JOHN M. SUIT, II, Executive
Vice President

After recording, return to:

Pat Weiss
Manis, Wilkinson, Snider &
Goldsborough, Chartered
23 West Street
Annapolis, Maryland 21401

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1811
ANNAPOLIS, MD 21404
(301) 263-8255

EXHIBIT "A"

BEGINNING for the same at a point located at the intersection formed by the north side of West Street with the East side of Madison Place (formerly Madison street; said place of beginning being further located at the southwest corner of Lot 6 as shown on a plat entitled "Property of John White" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12, page 45.

THENCE running from the place of beginning so fixed, leaving said West Street and running with the east side of Madison Place North $21^{\circ} 58' 27''$ West, 80.46 feet to the northwest corner of Lot 6 located on the south side of an existing alley;

THENCE leaving said Madison Place and running with the south side of the said existing alley as shown on said Plat and running with the north outline of Lot 6, 7, and 8 as shown on the above mentioned plat North $68^{\circ} 15' 52''$ East, 48.50 feet to the division corner between Lots 8 and 9 as shown on said plat;

THENCE with said division line and leaving the said existing alley South $21^{\circ} 58' 27''$ East, 80.60 feet to intersect the north side of West Street at the division corner between said Lots 8 and 9; said last line having passed through the centerline of an existing party wall.

THENCE with the north side of said West Street South $68^{\circ} 25' 17''$ West, 48.50 feet to the place of beginning.

CONTAINING 3,905 square feet, more or less, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March, 1983 and recertified on April 2, 1987, by J. R. McCrone, Jr., Inc. as to improvement location per its Job. No. 10/464461;

BEING all of Lots 6, 7, and 8 as shown on the above mentioned plat entitled "Property of John White" recorded among the Plat Records of Anne Arundel County Maryland in Plat Book 12, page 45.

BEING the same property acquired by 206 WEST GENERAL PARTNERSHIP, INC. by deed dated April 3, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4328. folio 297.

Mail to

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

889222

BOOK 526 PAGE 293 -DRAFT
4/20/88

TO BE RECORDED:

1. In the Financing Statement Records of the State Department of Assessments and Taxation
2. In the Financing Statement Records of Anne Arundel County, Maryland
3. In the Land Records of Anne Arundel County, Maryland

FINANCING STATEMENT

1. Debtor:

GRAY & SMITH BUILDERS
AND DEVELOPERS, INC.

Address:

454 Sackett Court
Severna Park, Maryland 21146 51.00
Attn: W. Calvin Gray, Jr. .50
and Edward L. Smith
4/21/88 0345 PM 113418

2. Secured Party:

FIRST AMERICAN BANK OF
MARYLAND

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Real Estate Department 05/02/88

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

57-52

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

(e) All of the Debtor's right, title and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts, and (iv) all cash and non-cash proceeds of all of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been or may be installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated April 24, 1988 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" and Exhibit "B" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

7. Recordation tax on the principal amount of \$1,300.00 has been paid to the Clerk of the Court of Land Records of Anne Arundel County, Maryland simultaneously with the filing of a Deed

of Trust and Assignment of Leases, Rents and Profits dated
April 29th, 1988 covering the Premises and the property described
in this Financing Statement.

DEBTOR:

GRAY & SMITH BUILDERS AND
DEVELOPERS, INC.

By:  (SEAL)

W. Calvin Gray, Jr.
President

To the Filing Officer: After this Financing Statement has been
recorded, please mail the same to:

Diana Pennington, Esquire
Miles & Stockbridge
1701 Pennsylvania Avenue, N.W.
Suite 500
Washington, D.C. 20006

A:FA037012.FIS

PROPERTY DESCRIPTION

All that lot or parcels of land situate in Anne Arundel County, Maryland and more particularly described as follows:

Being for the first all that lot or parcel of ground known and designated as Lot 1 (containing 3.37 acres +/-) on that certain Plat entitled "Administrative Lot Line Change, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland in Book 4568, folio 243.

Being part of Lot 1 as shown and designated on that Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland in Book 4535, folio 301.

Being for the second all that lot or parcel of ground known and designated as Lot 2 (containing 4.22 acres +/-) on that certain Plat entitled "Administrative Lot Line Change, Sonde Property", recorded among the Land Records of Anne Arundel County, Maryland in Book 4568, at page 243.

Being part of Lot 2 as shown and designated on that Plat entitled "Minor Subdivision, Sonde Property", recorded among the Land Records of Anne Arundel County, Maryland in Book 4535, at page 301.

Being for the third all that lot or parcel of ground known and designated as Lot 3 (containing 2.51 acres +/-) on that certain Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland, Book 4535, page 301.

Being for the third all that lot or parcel of ground known and designated as Lot 3 (containing 2.51 acres +/-) on that certain Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland in Book 4535, at page 301.

Being for the fourth all that lot or parcel of ground known and designated as Lot 4 (containing 2 acres +/-) on that certain Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland in Book 4535, page 301.

Being for the fifth all that lot or parcel of ground known and designated as Lot 5 (containing 2.71 acres +/-) on that certain Plat entitled "Minor Subdivision, Sonde Property" recorded among the Land Records of Anne Arundel County, Maryland in Book 4535, at page 301.

Subject to an easement across Lot 5 being more particularly described as follows:

(Property Description Continued)

Being a strip or parcel of land twenty (20) feet wide, ten (10) feet on each side of the centerline, hereinafter described, in through, over and across a parcel of land as shown on a Plat of Subdivision entitled "Minor Subdivision, Sunde Property" recorded among the Land Records of Anne Arundel County, Maryland in Liber 4535, folio 301 and being more particularly described as follows:

Beginning for the centerline of the said twenty (20) foot wide strip or parcel of land at a point on and distant 70.68 feet from the easterly end of the southerly or North 84 degrees 00 minutes 00 seconds East, 112.59 foot line of Lot 5 as shown on the aforesaid Plat thence running in, through, over and across Lot 5 the following eight (8) courses and distances

1. 51.18 feet along the arc of a curve deflecting to the left having a radius of 69.93 feet and a chord bearing and distance of North 38 degrees 04 minutes 08 seconds West, 50.05 feet to a point, thence
2. North 59 degrees 02 minutes 10 seconds West, 46.76 feet to a point, thence
3. 67.57 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 20 degrees 19 minutes 20 seconds West, 62.54 feet to a point, thence
4. North 18 degrees 23 minutes 30 seconds East 43.71 feet to a point, thence
5. 80.35 feet along the arc of a curve deflecting to the right having a radius of 130.00 feet and a chord bearing and distance of North 36 degrees 05 minutes 55 seconds East, 79.08 feet to a point, thence
6. North 53 degrees 48 minutes 20 seconds East 194.71 feet to a point, thence
7. 55.10 feet along the arc of a curve deflecting to the right having a radius of 80.00 feet and a chord bearing and distance of North 73 degrees 32 minutes 08 seconds East 54.01 feet to a point, thence
8. South 86 degrees 44 minutes 04 seconds East 146.83 feet to a point; containing 13,723.24 square feet or 0.31504 acres of land.

Together With the right of ingress and egress over the full length of St. Stephens Woods Drive, as shown on the above referred to Plat.

EXHIBIT B

PROPERTY DESCRIPTION

All that lot or parcels of land situate in Anne Arundel County, Maryland and more particularly described as follows:

Being known and designated as Lot 2, as shown on Plat entitled "Plat 2, Bluff Point on Severn", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 101, page 38.

Mail to *Monumental Title*

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records.
2. ✓ To Be Recorded among the Financing Statement Records.
3. x Not subject to Recordation Tax.
4. _____ Subject to Recordation Tax on an initial debt in the principal amount of _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of _____.

5. Debtor's Name	Address
Historic Inns of Annapolis Limited Partnership, a Maryland limited partnership	58 State Circle Annapolis, MD 21401

RECORD FEE 24.00
POSTAGE 1.50
TOTAL 25.50
05/02/89

6. Secured Party	Address
First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. All Equipment, Machinery, Furniture and Fixtures. All of the equipment of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

RECORD FEE 22.00
POSTAGE .50
TOTAL 22.50
05/02/89

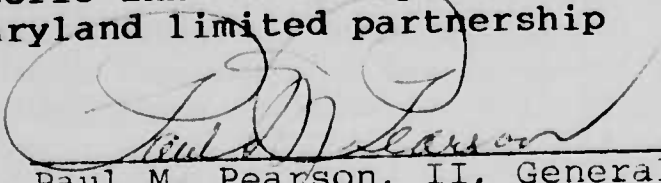
22
1.5
17.50

8. All or a portion of the property described above is affixed to on the real estate described on Exhibit A attached hereto.

DEBTOR:

**Historic Inns of Annapolis Limited Partnership,
a Maryland limited partnership**

By:


Paul M. Pearson, II, General Partner

Address where Collateral
will be located:

Annapolis, Anne Arundel County, Maryland

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral
Street, P.O. Box 868, Annapolis, Maryland 21404.

a:ff41178.fs
ff25

BEGINNING for the first at a point located on the south side of State Circle and at the end of the North 50° East, 26.0 foot line of Parcel One of the conveyance from Charles A. Morrow, Jr. to E. Jefferson Crum, et al., by deed dated August 9, 1978 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3112, page 715; said point of beginning also being the easternmost corner of the brick building known as No. 23 State Circle; thence running from the place of beginning so fixed and leaving said State Circle and running with the outlines of the above mentioned Parcel One, reversely, as now found and with bearings corrected for magnetic differences and running along the exterior wall of the said brick building South 48°13'52" West, 25.97 feet, South 46°11'01" East, 3.53 feet; and South 43°00'25" West, 14.33 feet to the southernmost corner of said brick building; thence leaving said building and still continuing with the outlines of said Parcel One, reversely, South 43°00'25" West, 7.0 feet to the South edge of an existing brick wall; thence with said wall, North 49°38'14" West, 22.10 feet; North 59°45'21" West, 22.85 feet and North 27°42'51" East, 16.63 feet to the southernmost corner of No. 1 School Street which was conveyed to the said E. Jefferson Crum, et al., by George H. Burnham, Jr., et al., by deed dated September 22, 1978 and recorded among the said Land Records in Liber 3132, page 722; thence with the south outline of said conveyance recorded in Liber 3132, page 722 as now found and continuing along the south edge of a brick wall, North 62°22'36" West, 21.38 feet to the outlines of Parcel Two of the above mentioned conveyance recorded in Liber 3112, page 715; thence with said outlines as now found and continuing along the southeast edge of said brick wall, South 39°38'32" West, 29.26 feet; thence leaving said brick wall North 66°24'04" West, 36.22 feet to a point, said last line having run partly along the north exterior wall of the building known as No. 224 Main Street; thence leaving said building and running along the west face of a block building located on the herein described North 22°10'14" East, 7.78 feet to the southernmost corner of the Old Knights of Pythias Building; thence with the east wall of said building, North 19°31'42" East, 9.99 feet and North 03°52'06" East, 27.70 feet to the corner of said building located on the south side of School Street; thence with the south side of said School Street, South 88°25'27" East, 59.71 feet, South 72°17'57" East, 22.59 feet to the south side of State Circle; thence with the same South 48°47'57" East, 19.39 feet and South 42°01'18" East, 40.46 feet to the place of beginning. Containing 0.14 acres more or less. Being known as No. 1 and No. 3 and No. 5 School Street and No. 23 State Circle.

BEGINNING for the second at a point located at the end of the South 39°38'32" West, 29.26 foot line of the above described 0.14 acres in Parcel One and running from thence and along the southeast edge of the brick wall South 39°38'32" West, 2.66 feet to the south corner of said wall; thence running along the south edge of said wall North 64°39'05" West, 17.87 feet to the east exterior wall of the building known as No. 224 Main Street; thence along part of said exterior wall North 22°12'57" East, 2.0 feet to the easternmost corner of said building and to intersect the North 66°24'04" West, 36.22 foot line of the above described 0.14 acres in Parcel One; thence with part of said line, reversely, South 66°24'04" East, 18.64 feet to the place of beginning. Containing 42 square feet, more or less and being an area now being used and in possession by No. 5 School Street.

BEGINNING for the third at an iron post on the east side of State Circle and at the end of the South 73°10' West 65.9 foot line of the conveyance from Anna C. Howard and Thomas B. Howard, her husband, et al., to Sewall S. Hapburn by deed dated August 8, 1911 and recorded among the Land Records of Anne Arundel County in GW 88, page 197; thence running from said beginning point so fixed and running with the east side of State Circle, North 14°34'08" West 62.81 feet to a spike set; thence leaving State Circle and running with the South 50°14' West 150.7 foot line as shown on the plat recorded with the Mortgage between Lucie C. B. Claude, et al., and Anna L.F.C. Lovell, dated November 27, 1936 and recorded among said Land Records in FAM 156, page 438, as now surveyed and corrected for magnetic differences North 53°06'06" East, 151.74 feet to a pipe set at the beginning of the above mentioned 150.7 foot line; thence still with the outlines as shown on the above mentioned plat and also with the 116.9 foot line as described in the Mortgage between Anna C. Howard and Thomas B. Howard, her husband, et al., and Sara Berry, Trustee, dated September 1, 1904 and recorded among the Land Records in GW 37, page 382, South 40°15' East 164.31 feet to an axle found at the beginning of the above mentioned 116.9 foot line, said axle also being at the beginning of the northwesterly 165.37 foot line as shown on the above mentioned plat recorded with the Mortgage in FAM 156, page 438; thence still with the outlines as described in the two above mentioned mortgages South 77°00'10" West 20.95 feet, South 76°18'30" West 41.49 feet to a point at the beginning of the South 84°08' West, 23.06 foot line of the conveyance from Ann C. Howard and Thomas B. Howard, et al., to Bernard Wiegard by deed dated March 11, 1909 and recorded among the said Land Records in GW 66, page 338; thence running with said last mentioned line and also with the South 84°08' West 32.94 foot line of the conveyance from Ann C. Howard and Thomas B. Howard, her husband, et al., to Travis T. Brown by deed dated May 4, 1909 and recorded among said Land Records in GW 70, page 448, South 87°23'40" West 55.59 feet to the northwest corner of a building fronting on East Street and at an end of the above mentioned South 84°08' West 32.94 foot line; thence running with the west face of said building and with the South 04°26' West 76.3 foot line of the above mentioned conveyance from Howard to Travis T. Brown, (GW 70-448) South 04°31'51" West 77.39 feet to a spike set on the north side of East Street and the end of said line; thence running with the North side of East Street due west 12.87 feet to the southeast corner of the building located at the corner of East Street and State Circle, said point also being at the beginning of the North 05°40' West 41.5 foot line of the above mentioned conveyance from Anna C. Howard and Thomas B. Howard, her husband, et al., to Sewall S. Hapburn, recorded in GW 88, page 197; thence leaving East Street and running with said last mentioned line North 02°05'50" West 41.79 feet to a pipe found at the end of said line, said point also being at the beginning of the North 10°25' West 41.66 foot line of the conveyance from Anna C. Howard and Thomas B. Howard, her husband, et al., to Sewall S. Hapburn by deed dated May 6, 1912 and recorded among said Land Records in GW 98, page 120; thence running with said last mentioned line, North 07°01'10" West 41.4 feet to a pipe found at the end of the above mentioned 41.66 foot line; thence running with the South 73°10' West 4.8 foot line of the above last mentioned conveyance and also with the South 73°10' West 65.9 foot line of the above mentioned conveyance from Howard to Hapburn recorded in GW 88, page 197, South 77°47'30" West 71.51 feet to the place of beginning. Containing 20,697 square feet or 0.475 acres and as surveyed by J. R. McCrone, Jr., Inc., Registered Professionals Engineers and Land Surveyors.

BEGINNING for the fourth at the same beginning point as erroneously described in the second part of the conveyance from George Melvin to Luthar Gadd, by deed dated October 9, 1901 and recorded among the Land Records of Anne Arundel County in Liber GW 22, folio 375; said point being correctly located North 74°48' West 4.5 feet from the northwest corner of the Maryland Hotel Building; said point now being a cross cut in the concrete; and running from thence with the south side of Main Street, South 74°48' East, 91.37 feet to a corner of the Maryland Hotel Building; thence with said building line and with the south side of Main Street, South 73°39' East, 66.28 feet to a cross cut in concrete at the northwest corner of the conveyance from Charles F. Lee to Mary A. Lloyd, by deed dated June 21, 1939 and recorded among said Land Records in Liber JHH 198, folio 435; thence with the east lines of said property, as corrected for magnetic differences, South 16°27' West, 14.25 feet to a pipe; South 73°20' East, 4.29 feet to a pipe; South 15°07' West, 32.27 feet to a pipe set at the northwest corner of the conveyance from Fred Schoen and wife, to Joseph Alton and Frances Alton, his wife, by deed dated February 19, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 349, folio 382; thence with the west lines of said conveyance, as corrected for magnetic differences, and with the west side of a frame building, South 12°21' West, 10.2 feet; South 53°07' East, 7.36 feet and South 40°45' West, 31.73 feet to the southwest corner of said Alton property and the northeast side of Duke of Gloucester Street; thence with the same, North 48°28' West, 182.58 feet to a cross cut in concrete and North 56°05' East, 12.76 feet to place of beginning.

SUBJECT TO THE FOLLOWING:

1. Deed of Trust dated April 14, 1983 and recorded in Liber 3576, folio 154 from Historic Inns of Annapolis Limited Partnership to David H. Fishman and Thomas C. Barbuti, Trustees for the benefit of First Federal Savings & Loan Association of Annapolis in the principal amount of \$7,140,000.00.
2. Deed of Trust dated December 18, 1984 and recorded in Liber 3865, folio 684 from Historic Inns of Annapolis Limited Partnership to Joseph W. Janssens, Jr. and Samuel H. Clark, Trustees for the benefit of Collateral Financial Services, Inc. in the principal amount of \$1,300,000.00
3. Deed of Trust dated October 23, 1985 and recorded in Liber 3971, folio 565 from Historic Inns of Annapolis Limited Partnership to Robert D. Stinson and Robert A. Plitt, Trustees for the benefit of The Donohue Companies, Inc. in the principal amount of \$717,304.39.

Mail to

First Fed S & L

272630

FINANCING STATEMENT

1. To be recorded in the Land Records.
2. x To be recorded among the Financing Statement Record.
3. x Not subject to Recordation Tax (general intangibles, Article 81, Section 277 (a)(2)(ii)).

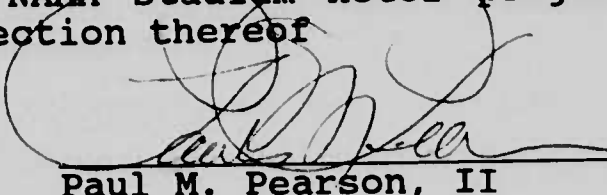
4. <u>Debtor's Names</u>	<u>Address</u>
Paul M. Pearson, II	58 State Circle Annapolis, MD 21401

5. <u>Secured Parties</u>	<u>Address</u>
John M. Greco JMG Developing Corporation	1487 Tenbury Common Annapolis, MD 21401

RECORD FEE 11.00

6. This Financing Statement covers and Debtor hereby grants to secured parties a security interest in, the following property and all proceeds and parts thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. General Intangibles. All of Debtor's partnership interest in that limited partnership known as Historic Inns of Annapolis Limited Partnership, all of Debtor's partnership interest in 200 Main Street Limited Partnership, all of Debtor's stock interest in Annapolis Properties, Inc., all of Debtor's ownership interest in the NAAA Stadium Hotel project, and the entity to be formed in connection thereof


Paul M. Pearson, II Debtor

Mr. Clerk:

Mail to

Please return to: M. Willson Offutt, IV
Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868
121 Cathedral Street
Annapolis, MD 21401-0868

a:41175.fa
ff 27

1150

AA City
BOOK 526 PAGE 305
PRINT OR TYPE ALL INFORMATION

272631

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ventura Construction Company, Inc.
1761 Severn Chapel Rd.
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

RECORD FEE 11.00

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corp.
8002 Discovery Drive #420
Richmond, VA 23229

4117670 0777 004 113100

05/02/88

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X)

Description of collateral covered by original financing statement

One (1) Komatsu Model PC-220LC-3 Hyd. Excavator SN/ 22973
complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ventura Construction Company, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date) 4-25-88

W.T. Carlbauer President

Signature of Secured Party if applicable (Date)

J. I. Wreath 4/26/88
SECY TREAS

1100

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265909

RECORDED IN LIBER 517 FOLIO 112 ON 9-1-87 (DATE)

1. DEBTOR

Name Land Contractors, Inc.
Address 1415 Mountain Road Joppa, MD 21085

2. SECURED PARTY

Name Signet Bank/Maryland
Address P.O. Box 22497 Baltimore, Maryland 21203

~~Credit Alliance Corporation, P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD.~~
Person And Address To Whom Statement Is To Be Returned If Different From Above. 21061

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00

POSTAGE .50

#117690 CTTT R04 T1313

05/02/88

Rum

Signet Bank/ Maryland

Dated

4/27/88

(Signature of Secured Party)

Stephen B. Bradley, Jr.

Type or Print Above Name on Above Line

STEPHEN B. BRADLEY

10.50

B1922

10131

11.50

G.A.

272633

BOOK 526 PAGE 307

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here ☐

This is a conditional sales contract.

This financing statement Dated 3/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thacker Oldsmobile Cadillac, Inc.

Address 34 Hudson St., Annapolis, MD 21401

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, PA 19612-3428

RECORD FEE

11.00

POSTAGE

.50

#117700 CITY POB 113-40

Person And Address To Whom Statement Is To Be Returned If Different From Above.

03/02/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - FMC #2600 Tire Changer (Euro)
- 1 - FMC #4100 Tire Balancer
- 1 - FMC #69DLX Break Lathe
- 1 - 3GP7 Pen Well 2 Post Lift
- 1 - VR5-8 Champion Air Compressor
- 2 - #5630 Hose Reels
- 5 - Weaver AFH 50 Lifts (Used Buyout)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

PLEASE SIGN

HERE

Thacker Oldsmobile Cadillac, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

JOSEPH H A THACKER

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)

Shirley Camilli

Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272633

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name American Building Products, Inc.Address 7761 Jessup Road Jessup, MD 20794

2. SECURED PARTY

Name Beltway International Trucks, Inc.Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE

17.00

POSTAGE

.50

6777 R04 T13148

05/02/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

American Building Products, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
ADMIN. V.P.

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: American Building Products, Inc.
(Seller) (Buyer)
1800 Sulphur Spring Road Baltimore, MD 21227 7761 Jessup Road Jessup, MD 20794
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Navistar Model 1954
Cab & Chassis w/18' Flat Bed Dump
Body, S/N 1HTLDTVN7JH571580

(1) TIME SALES PRICE \$ 51,255.60
(2) Less DOWN PAYMENT IN CASH \$ 6,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 45,255.60
The property purchased shall remain personalty and not become part of any
realty and shall be located and kept for use at: 7761 Jessup Road
Jessup, MD 20794

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty five thousand two hundred fifty five and 60/100***** Dollars (\$ 45,255.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 26th day of May, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 754.26 and the final installment being in the amount of \$ 754.26

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: Apr. 26 19 88

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

[Signature]
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

American Building Products, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]

Co-Buyer-Maker: Kevin Rissen, Pres (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: _____

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law); and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all proceeds of such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction thereof as a security statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or charge applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This Agreement, and the terms and conditions set forth herein, constitute the entire agreement between Seller and Buyer, and may not be modified except in writing. Seller shall not be responsible for acceptance of

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

GUARANTORS-ENDORSERS SIGN HERE:
 THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having any been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title therein; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Assignment and endorsement.

Date: _____, 19 _____

(Witness)

(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

(SEAL) } Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 26, 1988

between Baltway International Trucks, Inc., as Seller/Lessor/Mortgagee,

and American Building Products, Inc. 7761 Jessup Road Jessup, MD 20794
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 45,235.60 26th day of April, 1988
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Baltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: *[Signature]*

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

BOOK 526 PAGE 312

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272634

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Shell Corp. 219-3744-0846
Address 7924 South Ritchie Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Shell Oil Company
Address 320 Interstate North Parkway, Atlanta, GA 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

Name and address of Assignee

RECORD FEE 11.00
#117770 CT77 R04 T13144
05/02/88

CHECK ☒ THE LINES WHICH APPLY

(County) Anne Arundel

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Severna Park Shell Corp.
(Signature of Debtor)

Severna Park Shell Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M. J. Moore

E. P. Fox

(Signature of Secured Party)

E. P. Fox, Shell Oil Company
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 31372635
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 29, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John E. Mann 219-8316-0116
Address Ritchie Hwy. & Robinson Rd., Severna Park, MD 21146

2. SECURED PARTY

Name Shell Oil Company
Address 320 Interstate North Parkway, Atlanta, GA 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE

11.00

FILED 0777 PM 11/3/88

05/02/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory and equipment (including fixtures) now owned hereafter acquired, all accounts receivable now existing or hereafter arising, as well as the proceeds from all sales of inventory and equipment and collection of accounts receivable, located on the premises at debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

CHECK ☒ THE LINES WHICH APPLY

(County) Anne Arundel

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John E. Mann - (M.S.W.)
(Signature of Debtor)

John E. Mann

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

E. P. Fox

(Signature of Secured Party)

E. P. Fox, Shell Oil Company

Type or Print Above Signature on Above Line

1104

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Anne Arundel County
BOOK 526 PAGE 314
Identifying File No. 272636

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY
*ADDITIONAL LOCATION OF COLLATERAL

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE .50

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (a) One (1) 1983 KD Manitou, Model T804H, S/N 56806, together with all existing attachments, accessions, and accessories and all existing and future replacements, substitutions, replacement parts, and repairs therefor, incorporated therein, attached or affixed thereto, and/or used in connection therewith; and
- (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

*ADDITIONAL LOCATION OF COLLATERAL:

809-J Barkwood Court
Linthicum Heights, MD 21090

"NOT SUBJECT TO RECORDATION TAX"
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

HEB EQUIPMENT CO., INC.

Type or Print Above Name on Above Line

Kathie J. Baldwin Controller
(Signature of Debtor)

B7: J. J. Le, v.p.

(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land } Liber 465 Folio 495 File No. 248991
☒ Financing Statement }
Date of Financing Statement Sept. 9, 1983

NAME	ADDRESS
1. Debtor(s) (or assignor(s))	No. Street City State
Liberty Truck Parts, Inc.	8 Old Solomons Island Rd Annapolis, MD 21401
2. Secured Party (or assignee) f/k/a Suburban Bank	
SOVRAN BANK / MARYLAND	6610 Rockledge Dr. Bethesda, MD 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00

#117840 CITY R04 113:52

03/02/90

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RDM

16
Dated: April 19 19 88

Secured Party:

SOVRAN BANK / MARYLAND

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

COPY FOR FILING OFFICER

FINANCING STATEMENT

(XXXXXX
(Continuation - Termination - Assignment - Partial Release)
XXXXXXXXXX)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land } Liber 473 Folio 146 File No. 251916
☒ Financing Statement }
 Date of Financing Statement May 1, 1984

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
Liberty Truck Parts, Inc.	8	Old Solomons Island Rd.,	Annapolis, MD 21401

2. Secured Party (or assignee) f/k/a Suburban Bank
 SOVRAN BANK / MARYLAND 6610 Rockledge Dr., Bethesda, MD 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
 \$117850 CITY INV 113452
 (05/02/88)

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RAM

16
 Dated: April 19 19 88

Secured Party:

SOVRAN BANK / MARYLAND

By: *Betty L. Talbott*

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

Anne Arundel County

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land
☒ Financing Statement } Liber 503 Folio 61 File No. 263852
 Date of Financing Statement September 29, 1986

NAME	ADDRESS
1. Debtor(s) (or assignor(s)) Liberty Truck Parts, Inc.	No. Street City State 8 Old Solomons Island Road Annapolis, MD 21401
2. Secured Party (or assignee) SOVRAN BANK / MARYLAND	6610 Rockledge Dr. Bethesda, MD 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00

#117860 CITY RM# 113452

(5/02/00)

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RAM

16
 Dated: April 19 19 88

Secured Party:

SOVRAN BANK / MARYLAND

By:

Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan ~~XXXX~~ Operations Officer

Br: 454
 N169-7706
 R386

272305

BOOK 526 PAGE 318

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

SCHMIDT'S DRYWALL DISTRIBUTORS
307 Fairmount Drive INC
Edgewater, Maryland 21037

(2) Secured Party(ies) (Name(s) And Address(es):

WORLD OMNI LEASING, INC
120 N.W. 12th Avenue
Deerfield Beach, Florida 33442

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject
to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown
On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real
estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For
Filing
Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One New Toyota Forklift, Model #: 43-5FG25, Serial #: 14218, 130" 2-stage Mast, 48" Forks,
Side Shifter, Gasoline Engine.

(This financing statement is not to be construed as an admission that the lease to which
the statement relates between the secured party and debtor constitutes a security agreement)
" NOT SUBJECT TO RECORDATION TAX"

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

SCHMIDT'S DRYWALL DISTRIBUTORS INC

(By) Mary Beth Schmidt, Pres.
Standard Form Approved by N.C. Sec. of State
and other states shown above.

Secured Party(ies) [or Assignees]

WORLD OMNI LEASING, INC

(By) Kln Kln

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction
and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

272306

BOOK 526 PAGE 319

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):		
1. Debtor(s) (Last Name First) and address(es) Hanmi, Inc. 8350 Bristol Ct. Suite 107-8 Jessup, MD 20794	2. Secured Party(ies) and address(es) Capital Forklift P.O. Box 1100 9950 Washington Blvd. Laurel, MD 20707	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #117480 0777 R04 T13:39 05/02/88
4. This financing statement covers the following types (or items) of property: (1) One New Prime Mover pallet jack, model PE 45 S/N 181523 "Not subject to recordation tax - conditional sale contract."		5. Assignee(s) of Secured Party and Address(es) Eaton Corporation Eaton Center 1111 Superior Ave. Cleveland, OH 44114

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court

Hanmi, Inc.	Capital Forklift
By: <u>[Signature]</u> Chun T. Chin (Typed name)	By: <u>[Signature]</u> Eddie Weinstein (Typed name)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11-50

272237

BOOK 526 PAGE 320

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Vista Photography, Inc.
1701 Midway Road
Odenton, MD 21113

2. Secured Party(ies) and address(es)

ILFORD PHOTO Corporation
West 70 Century Road
Paramus, NJ 07653

3. Maturity date (if any): County

For Filing Officer (Date, Time, Number, and Filing Office) Ann Arundel

4. This financing statement covers the following types (or items) of property:

1-Ilfospeed 2240 Processor & Accessories

Serial #22827

Not Subject to Recordation Tax

RECORD FEE 11.00

POSTAGE .50

#117720 1777 R04 TLJ+41

5. Assignee(s) of Secured Party and Address(es)

Midlantic National Bank
2 Broad Street
Bloomfield, NJ 07003

(5/02/98)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Vista Photography, Inc.

ILFORD PHOTO Corporation

By:

Jim Miller

Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

By:

Kathleen F. Salvia

Signature(s) of Secured Party(ies)

(For Use In Most States)

STANDARD FORM - FORM UCC-1.

272988

BOOK 526 PAGE 321

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Balance Inc.
111 Chinguapin Round Rd
Suite 102-103
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

Creative Capital Corp.
277 Forest Ave.
P.O. Box 1765
Paramus, NJ 07652

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#117830 C177 R04 11/15/11

4. This financing statement covers the following types (or items) of property:

All present & future receivables (whether accounts or
general intangibles) and contract rights
including all proceeds thereof & interest of debtor
in any goods covered by such accounts and contract
rights also proceeds.

5. Assignee(s) of Secured Party and
Address(es)

12/02/09

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Balance Inc.

Creative Capital Corp.

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical 1/53

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Not to be recorded
in Land Records

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Debtor:

Harmans Associates Limited Partnership (the "Company")

Address:

The Foxleigh Building
2330 West Joppa Road
Suite 210
Lutherville, Maryland 21093
Attn: Thomas F. Mullan, III

2. Secured Party:

Shawmut Bank, N.A., as trustee (the "Trustee") under a Trust Agreement dated as of April 15, 1988, between the Company and the Trustee (the "Trust Agreement") for the benefit of the holders from time to time of the Certificates of Participation (State Highway Administration Traffic Complex) (the "Certificates").

Address:

1 Federal Street
Boston, Massachusetts 02211

Attention: Corporate Trust Department

RECORD FEE 12.00

POSTAGE .50

3. This Financing Statement covers the Revenues of the Company, assigned to the Trustee, as such Revenues are defined in the Trust Agreement. The Company has made the assignment to the Trustee pursuant to the Trust Agreement to provide for payment of the principal of, redemption premium, if any, and interest on the Certificates.

Revenues as defined in the Trust Agreement consist of (i) all payments to be made to the Trustee pursuant to the Conditional Purchase Agreement dated as of April 15, 1988 (the "Purchase Agreement"), between the State of Maryland for the use of the Department of Transportation and the Company (ii) the proceeds of the Certificates and all amounts from time to time on deposit in the funds and accounts established under the Trust Agreement (except for

671920 0345 R01 T10:5

PA 05/03/8

12

9441L

the amounts in the Rebate Fund [established by the Trust Agreement]) and, (iii) all other revenues derived from the Purchase Agreement and the Indemnity Mortgage dated as of April 15, 1988 (the "Mortgage"), executed by the Company and delivered to the Trustee, including (without limitation) moneys attributable to the sale, leasing or other disposition of the Facility (as defined in the Trust Agreement) or the Ground Lease (as defined in the Trust Agreement) by the Trustee or any foreclosing trustees.

4. Proceeds of collateral are covered hereunder.

Debtor:

Harmans Associates Limited Partnership

By: Rosedale Co., Inc.
General Partner

By: *T. Mullan*
Name: Thomas F. Mullan, III
Title: President

To the Filing Officer: After this statement has been recorded, please mail the same to: James E. Cumbie, Esquire, Suite 1800, 2 Hopkins Plaza, Baltimore, Maryland 21201.

☐ TO BE ☐ SUBJECT TO
☐ NOT TO BE ☐ NOT SUBJECT TO

RECORDED IN
LAND RECORDS

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 25,000

FINANCING STATEMENT

JUMPERS OPTICS, INC.

Name or Name—Print or Type

8146 Jumpers Mall, Ritchie Highway, Pasadena, Md. 21122

Address—Street No.

City - County

State

Zip Code

1. Debtor(s):

Name or Name—Print or Type

Address—Street No.

City - County

State

Zip Code

TRULENE PREISS

Name or Name—Print or Type

2. Secured Party:

2310 Mellow Court, BALTO. MD 21209

Address—Street No.

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All inventory, contract rights, accounts, general intangibles, equipment or other property currently in the possession of the Debtor.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S): Jumpers Optics, Inc.

SECURED PARTY:

By: Steven Sopher, President
(Signature of Debtor)

Steven Sopher, President
Type or Print:

By: Barry Preiss
(Signature of Debtor)

Barry Preiss, Vice President
Type or Print:

Trulene Preiss
(Company, if applicable)
(Signature of Secured Party)

Trulene Preiss
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Bruce D. Davis, Esq.

Lucas Bros. Form F-1

PLEASE RETURN TO:

Whiteford, Taylor & Preston
Suite 1400
7 St. Paul Street
Baltimore, Md. 21202-1626

RECORD FEE 11.00

RECORD TAX 175.00


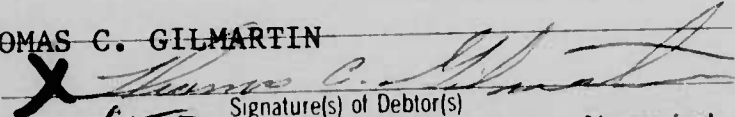
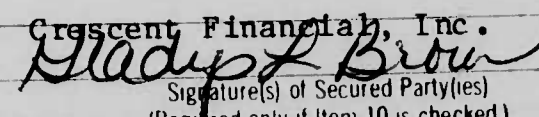
POSTAGE .30

#118560 CITY 104 11341

(5/10/00)

11
175
50

272611

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented.	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) THOMAS C. GILMARTIN 313 BURT'S DRIVE LOTHIAN, MD 20711	2 Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MD 20613	4 For Filing Officer Date, Time No. Filing Office RECORD FEE 11.00 POSTAGE .30	
5 This Financing Statement covers the following types (or items) of property: 1972 339930 60 X 12  KIRKWOOD Rooms To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es): Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401 7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).
THOMAS C. GILMARTIN By  Signature(s) of Debtor(s) (1) Filing Officer Copy - Numerical		Crescent Financial, Inc. By  Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J & D Heating and Cooling
Address Rt #3 Box 275 Pier Avenue Stevensville, Maryland 21666

2. SECURED PARTY

Name Lyon, Conklin & Co., Inc.
Address Race and McComas Streets
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1993

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Triplex Cleatformer
Single phase
24-30 ga. snap lock button punch rolls

Model #
Serial #

RECORD FEE 13.00
#118610 0777 004 113113
05/03/00

CHECK ☒ THE LINES WHICH APPLY

- 6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

John Baierlein
(Signature of Debtor)
John Baierlein
Type or Print Above Name on Above Line
Richard Quarles
(Signature of Debtor)
Richard Quarles
Type or Print Above Signature on Above Line

R. D. Bossle
(Signature of Secured Party)
R. D. Bossle
Type or Print Above Signature on Above Line

13.00

BOOK 526 PAGE 327

272613

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Birchwood Yachts USA, Inc. 1320 Old Chain Bridge Road Suite 360 McLean, VA 22101	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street NW Washington, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #118620 0777 R04 T1316 AH 05/03/98
4. This financing statement covers the following types (or items) of property: 5 Birchwood Yachts, Hull Nos. BIR 33011 BIR 37011 BIR 33012 BIR 37012 BIR 31013		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: Anne Arundel County		
Birchwood Yachts USA, Inc. By: <u>✓ R. Smith, Pres.</u> Signature(s) of Debtor(s)		First American Bank, N.A. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-1. 118

FINANCING STATEMENT

BOOK 526 PAGE 328

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): KITCHEN TECHNOLOGIES, INC.
 Address: 8009 Jumpers Hole Rd.
 Pasadena, Md. 21122

272611

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: Metro Plaza One, 8401 Colesville Road
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

ACCOUNTS RECEIVABLE, INVENTORY & EQUIPMENT

RECORD FEE 11.00

POSTAGE .50

4252130 0345 R01 T15#41

4. Check the statements which apply, if any, and supply the information indicated:

05/03/88

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): KITCHEN TECHNOLOGIES, INC.

Secured Party:

.....
 Alan L. Nicolaisen, Pres.

FIRST AMERICAN BANK OF MARYLAND

By: *Denise Sutton*

 Denise Sutton, Branch Manager

 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

BOOK 526 PAGE 329

272613

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$

FINANCING STATEMENT

1. Debtor(s):

Cox Creek Refining Company

Name or Names—Print or Type

Kembo Road, Baltimore, Maryland 21226

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Marubeni America Corporation

Name or Names—Print or Type

200 Park Avenue, New York, New York 10166

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit A attached hereto.

RECORD FEE 11.00

POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

N/A

#053580 0040 P01 113402

05/04/99

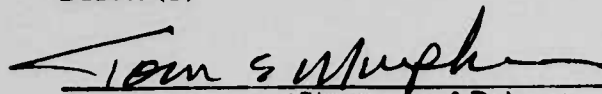
5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:



President (Signature of Debtor)

Cox Creek Refining Company

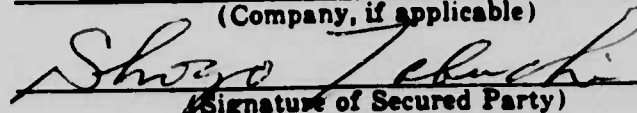
Type or Print

(Signature of Debtor)

Type or Print

Marubeni America Corporation

(Company, if applicable)



(Signature of Secured Party)

MARKETING MANAGER

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Deborah H. Diehl, Esq., Semmes, Bowen & Semmes, 250 West
Pratt Street, Baltimore, Maryland 21201

Lunas Bros. Form F-1

11/20/99

All Debtor's inventory of blister copper, anode, cathode, and precious metals, all of Debtor's other inventory, including all substitutions, replacements and products into which such copper is incorporated, processed or converted, including raw materials, goods in process and finished goods, whether now owned or hereafter acquired and wherever located, and all proceeds thereof including all accounts receivable, insurance proceeds, bills of lading and other instruments, documents, bills of sale and warehouse receipts.

526-331

-332

#'s not used

Sh. be Land

5-4-88

526-331
-332

#'s not used
Sh. be Land

5-4-88

BOOK 526 PAGE 333

272650

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) BROWN MICHELLE Y. E-24 CLARK RD. JESSUP MD 20794	2 Secured Party(ies) Name(s) and Address(es) VIRGINIA MOBILE HOMES, INC. 9720 LEE HWY. FAIRFAX, VIRGINIA 22031	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property 1987 NASHUA NASHUA 14 X 70 SERIAL # 17418 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 DPTZ BOULEVARD SUITE 245 FARMERSVILLE, VA 22804	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8)		
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
BROWN MICHELLE Y. By <u>Michelle Yvonne Brown</u> Signature(s) of Debtor(s)		VIRGINIA MOBILE HOMES, INC. By <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272651

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/26/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. PAGE 334

1. DEBTOR

Name Baltimore Aircoil Company, Inc.

Address 7595 Montevideo Road, Jessup, Anne Arundel, Maryland 20794

2. SECURED PARTY

Name James Madison Financial Corporation

Address 1730 M Street, N.W., Washington, D.C. 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" attached hereto and made an integral part hereof.
Lessee is not authorized to dispose of leased equipment.

Name and address of Assignee

The filing of this Financing Statement is for INFORMATIONAL PURPOSES ONLY.
This Financing Statement is filed as a matter of record and notification of a Lease between JAMES MADISON FINANCIAL (LESSOR) and BALTIMORE AIRCOIL CO. (LESSEE) and is not intended to create a security interest.

*NOT SUBJECT TO RECORDATION TAX.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE

11.00

400710 STT 004 716109

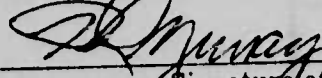
AH

05/04/88

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Baltimore Aircoil Company, Inc.

James Madison Financial Corporation



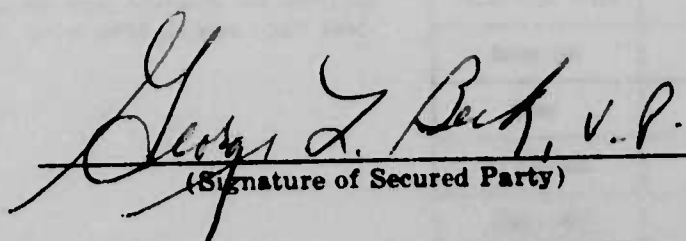
(Signature of Debtor)

H. R. MURRAY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Type or Print Above Signature on Above Line



BOOK 526 PAGE 335

1730 M STREET, NORTHWEST, WASHINGTON, D.C. 20036
(202) 452-5691

Page 2 of 2

L E S S E E		S U P P L I E R	
(FULL LEGAL NAME)		(NAME)	
Baltimore Aircoil Company, Inc.		See Below	
(ADDRESS) 7595Montevideo Road		(ADDRESS)	
(CITY) Jessup	(STATE) MD (ZIP) 20794	(CITY)	(STATE) (ZIP)
Full Description of Leased Equipment Including Quantity and Identification Number		Equipment Cost	
One	(1) Spare Kit Model #300-SK4 S/N: GE0003U4, CP0003YJ, S2000T4V, CK0000QK	\$7,495.00	
Two	(2) Spare Kit Model #100-SK S/N: QR00002W, GE0003TE, CP0003YK, S2000BP6, S2000DL2	3,400.00	
Two	(2) PM 1.3 Processing Module Model #3PM-004	7,990.00	
Two	(2) 16-Port Stat Mux Model #160-16	8,390.00	
Equipment Furnished by:			
Ask Computer Systems, Inc. 6800 Jericho Turnpike Syosset, New York 11791			
Two	(2) 6250/1600 CPI Streaming 1/2" Tape Drive W/256KB Buffer includes HP IB Cable Accessories and Installation @ \$24,500.00	49,000.00	
One	(1) 55dbA Line Printer; Dot Matrix; 600LPM	12,445.00	
One	(1) OPT 001 Line Draw, Math and Block Sets	160.00	
One	(1) OPT 008 Bar Codes	210.00	
One	(1) OPT 364 HP IB Interface includes 4 Metre Cable	535.00	
Three	(3) 571 MB Fixed Disc Drive W/Internal HP IB Controller Cache @ \$19,600.00	58,800.00	
One	(1) OPT 715 Service Manuals for 2564 B Printer	75.00	
Two	(2) Desk Height Cabinet for up to Two 7937 Disc Drives @ \$800.00	1,600.00	
Location of Leased Equipment	7595 Montevideo Road, Jessup, Anne Arundel	Transportation	54.00
	Maryland 20894	Other	(18,719.64)
This Lease Application is subject to the terms, covenants, and conditions contained on the reverse side hereof, all of which are made a part hereof.		Less: Trade-In	(14,407.40)
		Total List Price	255,416.96
		Sales Tax	-0-
		Other	-0-
		Filing Fees	40.00
		TOTAL COST	255,456.96

PART ONE - APPLICATION

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 269910 recorded in Liber 518, Folio 228 on 9/29/87 (date).

1. DEBTOR(S):

Name(s): Hartley Marine, Inc.Address(es): 111 W. Central Avenue
Edgewater, Maryland 21037

2. SECURED PARTY:

Name: Equitable Bank, N.A.Address: 100 S. Charles Street - 060702
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00

POSTAGE .00

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

R120090 CITY 104 116-00

(5/04/87)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By

P. Jane Logan
Community Lending Officer

(Type Name and Title)

FILING = \$12.50
REC TAX = \$525.00

BOOK 536 PAGE 537
337

Anne Arundel County

272652

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 75,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court Anne Arundel County.

5. Debtor(s) Name(s) First Lines, Inc. trading as Paint Works Address(es) 337 Hospital Drive Suite A1 Glen Burnie, Maryland 21061

6. Secured Party Address
Equitable Bank, National Association
Attention: Harry J. Oxford, Jr. 100 South Charles St.
Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors First Lines, Inc. trading as Paint Works (Seal)

By: Romilda Braatz (Seal)
Romilda Braatz, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

RECORD FEE 12.50

RECORD TAX (Seal) 525.00

POSTAGE (Seal) .50

6130280 CITY RM 116100

05/04/00

Form 609 (7/82)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND 21201

12.50
525.50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 2 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 246639 in Office of W. Garrett Larrimore
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Wayne S. Skelton and Linda J. Skelton
5 2nd Ave. North
Ferndale Md 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By _____
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#120240 CTTT R04 T16106
05/04/88

35-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 339
Identifying File No. 272656

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$250.50

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVIS, JOHN M. and DAVIS, LORRAINE S.

Address 407 WESTBURY DR. , RIVA, MD 21140

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division

Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 BOSTON WHALER 17' HULL #: BWCJ7770J586
BOAT STORAGE: (S) 407 WESTBURY DR. RIVA MD. 21140
(W) SAME AS SUMMER

Name and address of Assignee

TRAILER:

1988 SHORELINE

SERIAL #: 1YR010262JY015951

1986 EVINRUDE 115 HP SER#: 2347708

AH
RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) real 10/1/50
15/05/00☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

JOHN M. DAVIS

Type or Print Above Name on Above Line

(Signature of Debtor)

LORRAINE S. DAVIS

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

12 17.50 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526 PAGE 340ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272657If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5500.00If this statement is to be recorded in land records check here. ☐This financing statement Dated March 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BARNES, RALPH E. and BARNES, VALERIE A.Address 4725 IDLEWILDE ROAD, SHADY SIDE, MD 20764

2. SECURED PARTY

Name Maryland National Bank
Retail Finance DivisionAddress 7178 Columbia Gateway DriveColumbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
RECORD TAX 38.50
NOTARY .50
#120640 5237 804 104150
03/05/88

3. Maturity date of obligation (if any) April 30, 1992

4. This financing statement covers the following types (or items) of property: (list)

1986 SPORTCRAFT 16' 1" HULL #: SCR87017H586
BOAT STORAGE: (S) 4725 IDLEWILDE ROAD SHADY SIDE, MARYLAND 20764
(W) SAME AS SUMER

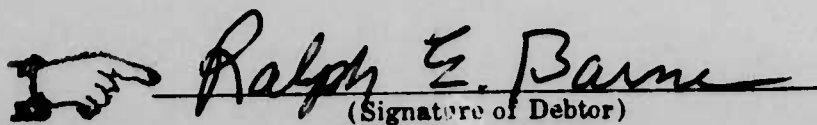
Name and address of Assignee

TRAILER:

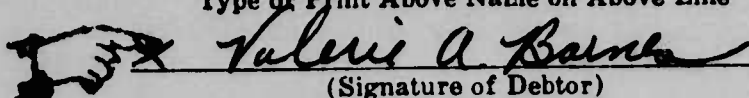
1986 LOAD RITE 16'

SERIAL #: 1PHCIM1761000293

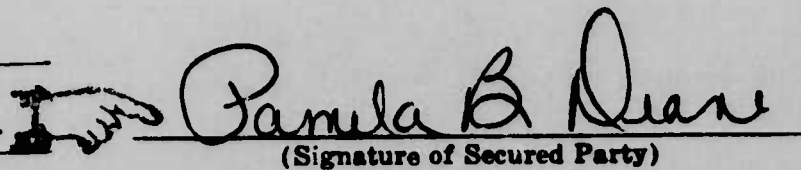
1986 JOHNSON 90 HP SER#: 7138257CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)


(Signature of Debtor)

Sign Here RALPH E. BARNES
Type or Print Above Name on Above Line


(Signature of Debtor)

Sign Here VALERIE A. BARNES
Type or Print Above Signature on Above Line


(Signature of Secured Party)

Sign Here Maryland National Bank
Type or Print Above Signature on Above Line

18 250 15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying No. 526 PAGE 341
272653

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$5500.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steve M. Connolly
Address 1708 Brian Court Crofton, MD 21114

2. SECURED PARTY

Name Maryland National Bank
Address 7178 Columbia Gateway Drive Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 Precision 18' Model yr 1988

Hull # ME80187E788

Boat Storage: Summer: 1708 Brian Court Crofton, MD

Winter: Same as summer

Engine 1988 Mercury 90HP Serial # 08240999

Trailer 1987 Koravan 18' Serial # 1863HD1R2HD000205

Name and address of Assignee

AH
RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)I, Steve M. Connolly
(Signature of Debtor)

Sign Here

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Judith G. Harris
(Signature of Secured Party)

JUDITH G. HARRIS

Type or Print Above Signature on Above Line

11-28-88

MARYLAND FINANCING STATEMENT

BOOK 526 PAGE 342
272659

- ☒ Not Subject to Recordation Tax
☐ Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Chesapeake Building Supply Corporation
(Name or Names)
815 Central Avenue, Linthicum, MD 21090
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Acer Model 9-12 Computer with Battery Back-Up, Tape Back-Up Unit,
S/N A052905415

One - NEC Letter Quality Printer, S/N 581236706

~~Software, including Payroll, Accounts Receivable, Sales Analysis, and Inventory Management~~
~~Hardware, including~~

AH
RECORD FEE 11.00
POSTAGE .50
#120690 0237 104 T10+01

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

05/05/80

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):
Chesapeake Building Supply Corporation
By: Steven G. Doehring, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corp.
By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Secured Party

1750

MARYLAND FINANCING STATEMENT

BOOK 526 PAGE 343
272060

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Maryland Watermen's Association, Inc.
(Name or Names)
48 Maryland Avenue
(Address) Annapolis, Maryland 21401
LESSEE CFSL 2642
(Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
(Address)
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
of LESSOR (Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

5 - Pitco Fryolator, Model 1855 Propane Gas Fryers; 5 - Fryer Covers & Accessories

AH
RECORD FEE 11.00
POSTAGE .50

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx) 05/03/10

LESSEE
Maryland Watermen's Association, Inc.
By: Larry Simms, PRES.
(Title)
LARRY SIMMS
(Type or print name of person signing)
By: Larry Simms President
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connolly Manager
(Title)
Brian G. Connolly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 344
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272661

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ _____If this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

CONTRACT # 29820 - 814093

1. DEBTOR

Name RAYMOND F. CHADWELL, JR.Address 8035 STONEHAVEN DRIVE, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.Address 15410 CHRYSLER DRIVEUPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA T1400H LAWN TRACTOR SER.#17302
- 1 NEW KUBOTA T3014 GRASS CATCHER SER.#058003050

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES

CHECK ☒ THE LINES WHICH APPLY

CONTRACT # 29820 - 814093

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

RAYMOND F. CHADWELL, JR.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY E. GROFF

1150

STATE OF MARYLAND
BOOK 526 PAGE 345
FINANCING STATEMENT FORM UCC-1

Clerk of Circuit Court
Anne Arundel County, MD Sch #1
Identifying File No. 272662

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&G Whole Food Company, Incorporated

Address 5 North Homeland Ave., Annapolis, MD 21401

2. SECURED PARTY

Name Textron Capital Corp.

Address 18201 Von Karman Ave.

Irvine, CA 92715

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) - New 1988 International Model 500 Cabover truck chassis with (1) 18 ft. Morgan Insulated Body and (1) Carrier TR Aniscold Refrigeration Unit Model #TRS-12 ON2-2.

One (1) - Used 1987 International Model 700 Cabover truck chassis with (1) 22 ft. Morgan Insulated Body and (1) Carrier TR Aniscold Refrigeration Unit Model #TDS-18 5N2-7, and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

B&G Whole Food Company, Incorporated

(Signature of Debtor)

KURT BECKER
Type or Print Above Name on Above Line

(Signature of Debtor)

Lou Wayne Gammell
Type or Print Above Signature on Above Line

Textron Capital Corp.

Richard L. Zander

(Signature of Secured Party)

Type or Print Above Signature on Above Line

272663

BOOK 526 PAGE 346

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Commerce Distributors, Inc. 700 Evelyn Avenue Linthicum, Maryland 21090	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: G. Bolton <u>PO Box 17063</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesale distributing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

RECORD FEE

11.00

POSTAGE

.50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

COMMERCE DISTRIBUTORS, INC.

By:

By:

S. G. Brooke Tucker, Vice President

By: Richard Lessans,

April

1988

EXECUTIVE VICE PRESIDENT

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

1150

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 235100 Dated 10/28/80

Record Reference Liber 430 Page 555 Records of
Circuit Court of Anne Arundel County

2. DEBTOR is:

Name: Baltimore Beauty & Barber Supplies, Inc.

Address: 103 North Langley Road, Glen Burnie, MD. 21061

3. SECURED PARTY is:

Name: BVA Credit Corporation/Equipment Leasing Division

Address: 11011 West Broad Street Road, P.O. Box 26265
Richmond, Virginia 23260

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Signet Bank/Maryland
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203

SECURED PARTY:

BVA Credit Corporation/Equipment
Leasing Division

By: Eugene A. Ogden Commercial Finance Officer
(Title)

Date: 4/27/88

RECORD FEE 10.00

POSTAGE .50

#120860 0237 1004 110-13

05/05/80

RHM

UCC-7

108

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 526 PAGE 348

FINANCING STATEMENTDATE: May 3, 1988

(xx) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): JYF, INC.

ADDRESS: 228 MAIN STREET
ANNAPOLIS, MARYLAND 21401NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:FURNITURE, FIXTURES, EQUIPMENT, INVENTORY, ACCOUNTS RECEIVABLE
NOW OWNED AND HEREAFTER ACQUIRED, EXCLUDING MOTOR VEHICLES.AH
RECORD FEE 11.00
POSTAGE .50
8120870 C237 R04 T1011
03/03/88

DEBTOR(S):

JYF, INC.

(Company Name)

BY: Chun-Ly ChenBY: Chun-Ly Chen

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell
(Authorized Signature)

PAUL R. O'CONNELL

VICE PRESIDENT

(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

17.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

526 PAGE 349

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272606

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dutch Treat Specialties, Inc.Address 8370 Jumpers Hole Rd., Millersville, MD 21108

2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 207Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made a part hereof.

Name and address of Assignee AH

RECORD FEE 13.00

POSTAGE .50

#120900 C037 R04 110015

05/05/89

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAXES.

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)William E. Goldmacher
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.L. Summers
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1350

EXHIBIT A

Description of Equipment

4000	THE RETAILER SYSTEM	EA	1
SAVER	END OF DAY SAVER	EA	1
4260	AUTOMATIC PURCHASING	EA	1
4230	ACCOUNTS PAYABLE	EA	1
4200	BALANCE FORWARD/AR	EA	1
4220	GENERAL LEDGER	EA	1
4270	POINT OF SALE INVOICING	EA	1
SPECIALORDER	CHAMELEON-SEIRRA ASSO. 3-15-88	EA	1
H202B1	PM1 1.2MB+5.25" 20MB HDRIIVE	EA	1
	SERIAL# 820258105		
MGPCARD	MONO HALF CARD W/FP (LT1275)	EA	1
SM125FA	SAMSUNG 12" AMBER, TILT/SW MOEA	EA	1
	SERIAL# 8205240707		
450AT+	BACKUP POWER SUPPLY 450 W		1
	SERIAL# 75741		
ME800A	SHORT HAUL ASYNC MODEM	EA	6
WY50G	TERMINAL WYSE 50 GREEN	EA	1
	SERIAL#		
AWARDE1058	BIDS CHIP FOR PM1 8-MHZ	EA	1
TURNKEY-LAUR	TURNKEY PREMIUM INSTALL	EA	1
TURNKEY-ADD	INSTALL ADDTL SYSTEM	EA	4
2100	ASYNC COMM ADAPTER 1-4 PORTS	EA	1
M6290	SCANNER BAR CODE HAND HELD	EA	4
SPECIALORDER	COSBY FRACT/QUANTITY PROGRAM	EA	1
S6340	PRINTER RECEIPT W/CABLE	EA	1
	SERIAL#		
ML192+P	PRINTER, PARALLEL 200CPS (RS1)	EA	1
	SERIAL# 70881113437		
ML182+S	PRINTER SERIAL 180 CPS	EA	2
WY50G	TERMINAL WYSE 50 GREEN	EA	1
	SERIAL# 0001104233		
3020	JX 50 CASH REGISTER W/O IF	EA	1
	SERIAL#		
3020	JX 50 CASH REGISTER W/O IF	EA	1
	SERIAL#		
3020	JX 50 CASH REGISTER W/O IF	EA	1
	SERIAL#		
3020	JX 50 CASH REGISTER W/O IF	EA	1
	SERIAL#		
3420	JX 50 CASH REGISTER INTERFACE	EA	4
S6340	PRINTER RECEIPT W/CABLE	EA	1
	SERIAL#		
S6340	PRINTER RECEIPT W/CABLE	EA	1
	SERIAL#		
S6340	PRINTER RECEIPT W/CABLE	EA	1
	SERIAL#		

Dutch Treat Specialties, Inc.

Type Full Legal Company Name

Dutch Treat Specialties, Inc.

Signature

Print Name

Signature

Print Name

Dutch Treat Specialties, Inc.

Title

Title

April 22, 88

Date

Date

EXHIBIT A

BOOK 526 PAGE 351

Description of Equipment

Ninety Five (95) H.D. 42 x 16' Spacerack frames, Three Hundred Thirty Two (332) 96" Spacerack Beams, Forty Eight (48) 8" Spacerack row spacers, Fourteen (14) 10" Row Spacers, and One Hundred Twenty Five (125) wedge Anchor 3/8 x 3-3/4"

One (1) Anthony Swingmaster 16" x 81", Eighteen (18) Anthony Freezemaster 30" x 67", One (1) 4 H.P. Copelaweld Model F3AD-0401-TFC-001, Two (2) 5 H.P. Copelamatic C3AL-0503-TFC-001, Two (2) Larkin Coils ACP8-180, Four (4) Larkin Coil ECP6-270, Three (3) Size B Refrig. Unit Hood, and Three (3) 4 Year Compressor Warrantees, and Ten (1) Anthony 30 1/4" x 67".

Dutch Treat Specialties, Inc.
Type Full Legal Company Name
Signature Wilton E. Goldmacher Print Name _____ Signature _____ Print Name _____
Title Pres. Wilton E. Goldmacher Title _____
Date April 22, 88 Date _____

272667

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) MAT & RAJ TRAVEL AND TOURS, INC. 582 B Ritchie Highway Severna Park, Maryland, 21146	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Robert G. Holmes, Jr. Vice President XXXXXX
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a travel agency (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. All of Debtor's business assets, including inventory, accounts receivable, furniture, fixtures and equipment now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000.00

DEBTOR:

MAT & RAJ TRAVEL AND
TOURS, INC.

By: Chiramal P. Mathew (Type Name)
Chiramal P. Mathew

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Robert G. Holmes, Jr.

Robert G. Holmes, Jr.
(Type Name)

May 2

19 88

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md. ~~XXXXXX~~

After recordation, please return to: Bounds & Bounds, 6630 Baltimore National Pike, Baltimore, Maryland, 21228. To be recorded among the Land Records of Anne Arundel County, Maryland and cross-indexed in the Financing Statement Records of Anne Arundel County, Maryland.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526 PAGE 353

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

272663

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONTRACT # 29820 - 814050

Name JAMES ROBERT DECKMAN
Address 24 MARKET SPACE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA L2850 TRACTOR SER.#55717, w/BF500 LOADER, RC72-28 MOWER, & GRILLE GAURD
- 1 COMPLETE SET OF KUBOTA L2850 AG TIRES
- 1 NEW KING KUTTER MOWER
- 1 FERGUSON AR72FSF YARDMAKER

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

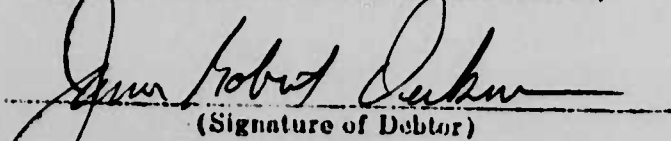
CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

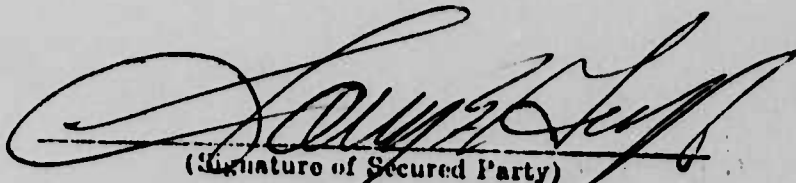
☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)


(Signature of Debtor)

JAMES ROBERT DECKMAN
Type or Print Above Name on Above Line

(Signature of Debtor)


(Signature of Secured Party)

LARRY E. GROFF

272669

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
LCP Plastics-North Carolina,
Inc.
U.S. Highway 421
Colfax, NC 27235

2 Secured Party(ies) and Address(es)
Manufacturers Hanover Trust
Company, as Agent
270 Park Avenue
New York, NY 10017

3 For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:
See Schedule attached.

Not Subject to Recordation Tax.

Check ☒ if covered: ☒ Products of Collateral are also covered

No. of additional sheets presented: 2

Filed with Clerk of Superior Court, Anne Arundel County, Maryland
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

HANLIN GROUP, INC.

By: *[Signature]*

Randall W. Hansen

Signature(s) of Debtor(s)

MANUFACTURERS HANOVER TRUST COMPANY, as

Agent

By: *[Signature]*

Linda M. Thompson, V.P.

Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical
STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is
approved by the Secretary of State
1380

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201
(Reprinted 7/84)

RECORD FEE
POSTAGE

41205-40 (237) 604 110118

05/05/88

5149956

SCHEDULE I TO FINANCING STATEMENT

The collateral covered by this Financing Statement is described in detail below as follows:

- (i) all Receivables;
- (ii) all Inventory;
- (iii) all moneys, checks, notes, drafts, bills of exchange, money orders, commercial paper and other securities, instruments, documents, deposits and credits from time to time in the Lock Box-Account and the Collateral Account referred to in the Subordinated Security Agreement, dated April 30, 1982, between LCP Plastics-North Carolina, Inc. (the "Company") and Manufacturers Hanover Trust Company, as agent for the institutions listed in such Agreement, and all collections, income, distributions, claims and proceeds therefrom and thereof; and
- (iv) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

As used in this Financing Statement, the following terms have the following meanings:

"Accounts" has the meaning ascribed to said term in Section 9-106 of the Code;

"Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York;

"General Intangibles" has the meaning ascribed to said term in Section 9-106 of the Code;

"Inventory" means all inventory of every kind now owned or hereafter acquired by the Company wherever the same shall be located, including all "inventory" within the meaning of said term in Section 9-109(4) of the Code and all goods, merchandise, raw materials, goods in process, finished goods, materials, spare parts, fuel and supplies of every nature and description held for sale or lease in the ordinary course of business or furnished or to be furnished under contracts of service in the ordinary course

of business or consumed in the business of the Company, all products thereof and accessions thereto, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all Proceeds thereof of every kind and nature and in whatever form;

"Proceeds" has the meaning ascribed to said term in Section 9-306(1) of the Code; and

"Receivables" means all Accounts and General Intangibles of the Company and all other accounts receivable, contract rights, chattel paper, notes acceptances, instruments, documents or other rights to payment and all forms of obligations owing at any time to the Company, in each case only to the extent arising from the sale of Inventory or the rendering of services under contracts of service or otherwise made in the ordinary course of business, all rights of the Company earned or yet to be earned under contracts to sell any Inventory or render such services and in all warehouse receipts or documents of any kind in respect of any of the foregoing, and all the Proceeds thereof of every kind and nature and in whatever form.

272670

BOOK 526 PAGE 357

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Hanlin Group, Inc. (formerly known as LCP Chemicals & Plastics, Inc.) Industrial Drive Riegglewood, N.C. 23456	2 Secured Party(ies) and Address(es) Manufacturers Hanover Trust Company, as agent 270 Park Avenue New York, New York 10017	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

4 This financing statement covers the following types (or items) of property:

See Schedule Attached.

Not Subject to Recordation Tax.

Check ☒ if covered:

☒ Products of Collateral are also covered

No. of additional sheets presented: 3

Filed with Anne Arundel County - Maryland

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Hanlin Group, Inc. Manufacturers Hanover Trust Co. as agent
Randall W. Hansen Linda M. Thompson, V.P.
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical
STANDARD FORM —
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is
approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82
Anderson Publishing Co. Cincinnati, Ohio 45201
(Reprinted 7/84)

SCHEDULE I TO FINANCING STATEMENT

The collateral covered by this Financing Statement is described in detail below as follows:

(i) all Receivables;

(ii) all Inventory;

(iii) all moneys, checks, notes, drafts, bills of exchange money orders, commercial paper and other securities, instruments, documents, deposits and credits from time to time in the Lock Box-Account and the Collateral Account referred to in the Security Agreement, dated April 30, 1982, between LCP Chemicals & Plastics, Inc. (the "Company") and Manufacturers Hanover Trust Company, as agent for the institutions listed in such Agreement (the "Agent"), and all collections, income, distributions, claims and proceeds therefrom and thereof; and

(iv) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

As used in this Financing Statement, the following terms have the following meanings:

"Accounts" has the meaning ascribed to said term in Section 9-106 of the Code;

"Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York;

"General Intangibles" has the meaning ascribed to said term in Section 9-106 of the Code;

"Hooker" means Hooker Chemicals & Plastics Corp., a New York corporation;

"Hooker-IMC Security Agreement" means the Security Agreement, dated April 30, 1982, between the Company and the Agent;

"Hooker Venture" means the joint venture between Hooker and IMC;

"IMC" means International Minerals & Chemical Corporation, a New York corporation;

"INC Assets" means the assets relating to the electrochemical business of INC (including, without limitation, an agreement of INC to assign its interest in the Hooker Venture to the Company for all purposes; Hooker shall consent to such assignment and the right to purchase certain products of the Hooker Venture) to be purchased by the Company pursuant to the Purchase Agreement;

"Inventory" means all inventory of every kind now owned or hereafter acquired by the Company wherever the same shall be located, including all "inventory" within the meaning of said term in Section 9-109(4) of the Code and all goods, merchandise, raw materials, goods in process, finished goods, materials, spare parts, fuel and supplies of every nature and description held for sale or lease in the ordinary course of business or furnished or to be furnished under contracts of service in the ordinary course of business or consumed in the business of the Company, all products thereof and accessions thereto, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all Proceeds thereof of every kind and nature and in whatever form; provided, however, that "Inventory" does not mean or include any of the foregoing arising out of or relating to the Purchase Agreement or held for use in connection with the Hooker Venture, in either case to the extent constituting New York INC Assets and located at or reasonably adjacent to the facilities of the Hooker Venture in Niagara Falls, New York, to the extent that such inventory is subject to the liens and security interests intended to be created pursuant to the Hooker-INC Security Agreement;

"New York INC Assets" means any of the INC Assets associated with the Hooker Venture;

"Proceeds" has the meaning ascribed to said term in Section 9-306(1) of the Code;

"Purchase Agreement" shall mean the Purchase Agreement dated February 2, 1982, between the Company and INC, providing for the sale by INC to the Company of the INC Assets; and

"Receivables" means all Accounts and General Intangibles of the Company and all other accounts receivable, contract rights, chattel paper, notes, acceptances, instruments, documents or other rights to payment and all forms of obligations owing at any

time to the Company, in each case only to the extent arising from the sale of Inventory or the rendering of services under contracts of service or otherwise made in the ordinary course of business, all rights of the Company earned or yet to be earned under contracts to sell any Inventory or render such services and in all warehouse receipts or documents of any kind in respect of any of the foregoing, and all the Proceeds thereof of every kind and nature and in whatever form.

272671

BOOK 526 PAGE 361

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)
Mays Ride-A-Day Service Inc.
7633 Balto & Annapolis Blvd.
Route 648
Glen Burnie, Md. 21061

2. Secured Party(ies) and Address(es)
Ford Motor Credit Co.
1101 North Point Blvd.
Baltimore, Md. 21224

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1. Motor vehicles, tractors, trailers and truck and camper bodies whether equipment or inventory on lease or rental held for lease, rental or sale, together with all equipment and accessories thereto.
 2. Documents and certificates of title ownership or origin with respect to the above.
 3. All ~~accounts, chattel paper, leaserentals and general intangibles.~~

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered

4. This transaction is exempt from the Recording Tax, except as follows:

Total debt secured-\$293,000. Debt subject to tax \$7500.00-Tax due \$52.50

Filed with:

Clerk of Circuit Court of Anne Arundel County, Annapolis, Md.

RECORD FEE

11.00

RECORD TAX

52.50

AH POSTAGE

.50

#254890 C345 R01 113435

05/05/88

Mays Ride-A-Day Service Inc.

Ford Motor Credit Company
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

By:

(SIGNATURE OF DEBTOR)

Eugene Mays, Pres.

BY:

D.J. McConnell

PRINTED IN U.S.A.

F.M.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

11
5252
2

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) AUTOMETRIC, INC. 5205 LEESBURG PIKE, SUITE 1308 SKYLINE 1 (190 Winterson St) FALLS CHURCH, VA 22041 Linthicum, Maryland 21086 499-462-262594	2. Secured Party(ies) and address(es) BANK OF NEW ENGLAND ONE WASHINGTON MALL BOSTON, MA 02109 EQUIPMENT FINANCE 62208218	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 44.00 POSTAGE .50 #254560 0777 P01 T11418 05/06/88
---	--	---

4. This statement refers to original Financing Statement bearing File No. 8/8

Filed with Anne Arundel Cty/MD Date Filed 8/8

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Assign to S.NET Credit Inc
135 College St
New Haven, Ct

DESCRIPTION OF COLLATERAL: SEE ATTACHED SCHEDULE OF EQUIPMENT Na. of additional Sheets presented: 10

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

BANK OF NEW ENGLAND
By: John D. Causey BO
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



Leasing Concepts, Inc.

BOOK 526 PAGE 363

SCHEDULE OF EQUIPMENT

Page 1 of 10

LESSOR: LEASING CONCEPTS, INC.

488-462-262594
LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
		RECEPTION	
1	Spec. 1FCR/I w/2CCI w/9C18 w/TL w/2SR	LUI - Curved Reception Desk with right typing height surface; left desk height surface; left desk height return with lateral file pedestal; task light; tray/box/ file pedestal on casters with stationary rack. Finish: Nevamar S-3-23T color - Graphite Blue	
1	WSI8500	Workspace Intl. - Secretarial Chair with seat height adjustment. Finish: Brown Upholstery: Sand	
2	F800- 56	Mueller - Loveseat Size: 56"W x 28"D x 26"H Upholstery: "Trellage" #MU-1105 color - Glacier	
1	302-C	DIA - Pivot Top Cocktail Table Finish: Mirror Chrome with 1/4" clear glass.	
		BACK OFFICES	
6	BLTRA 3672	Bilrite - Conference Double Pedes- tal Desk. Size: 36" x 72" Finish: Dark Oak	

4450



Leasing Concepts, Inc.

BOOK 526 PAGE 364

SCHEDULE OF EQUIPMENT

Page 2 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
6	G10	Amotek - Low Desk Chair with arms. Size: 24.5"W x 24.5"D x 35"H (Inside 19.5"W x 19"D) Finish: Black Upholstery: "Charlotte" #53 color - Clover	
3	1548	Hale - Bookcase Size: 36" x 12" x 48" Finish: Dark Oak	
3	2T642 DO	LUI - CRT Table Size: 42" x 24" Finish: Dark Oak	
3	G-50	Amotek - Operator's Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
6	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

BOOK 526 PAGE 365

SCHEDULE OF EQUIPMENT

Page 3 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

QUANTITY MANUFACTURER DESCRIPTION/MODEL SERIAL NO.

INTERVIEW ROOM

1	R6948 4800	Chromcraft - Surf Shape Conference Table with panel legs. Size: 84" x 42" Finish: Heritage Oak	
---	---------------	---	--

8	100/ 200	Kinetics - Conference Chair Finish: KK-18, Almond (Frame) Upholstery: #Kn-21, Steel	
---	-------------	---	--

SECURITY OFFICE

2	RA18 SU	Bilrite - Secretarial Desk with return. (One right and one left return) Size: 30" x 60" Finish: Dark Oak	
---	------------	---	--

2	G-50	Amotek - Operator's Chair. Size: 24.5"W x 24.5"D x 35"H Finish: Black Upholstery: "Charlotte" #53 color - Clover	
---	------	--	--

2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
---	------	--	--



Leasing Concepts, Inc.

BOOK 526 PAGE 386

SCHEDULE OF EQUIPMENT

Page 4 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		CONFERENCE ROOM	
1	Spec.	Kinetics - U-shaped Conference Table consisting of: (1) 36"x60" rectangular sections; (2) 36"x36" radius corner sections; (2) 36"x60" racetrack sections. Size: 8' x 11' x 8' Finish: Red Oak top with KK-50 Kintone Vinyl edge with KK-50 Kintone base.	
16	7090	Amotek - Conference Chair, swivel. Size: 23.75"W x 23.75"D x 31.75"H (Inside 19.5"W x 17"D) Finish: Black Upholstery: "Charlotte" #41 color - Crystal Blue	
1	RW48	Egan Visual - Visual Aid Cabinet with white board, projection screen, tackable panels, flipchart. Size: 48" x 48" Finish: Light Oak (Installation not included)	
1	L560	Oravisual - Table Top Lecturn Size: 23"W x 19"D x 20.5"H Finish: Light Oak Laminate	



Leasing Concepts, Inc.

BOOK 526 PAGE 367

SCHEDULE OF EQUIPMENT

Page 5 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		EXECUTIVE OFFICE	
1	RAE X	Biltrite - Single Pedestal Desk with executive height left return. Size: 36" x 72" w/20"x48" return. Finish: Dark Oak	
1	1548	Wale - Bookcase. Size: 36" x 12" x 48"H Finish: Dark Oak	
1	X831 60001	Chromcraft - Executive Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
2	X837 60901	Chromcraft - Guest Chair. Finish: Mirror Chrome Upholstery: Beige Grey Andes	
1	251BN	Biltrite - Conference Table, wood veneer. Size: 44" Diameter Finish: Mellow Oak	
4	43005	DE - Conference Chair, Sled Base. Finish: Dark Oak	



Leasing Concepts, Inc.

BOOK 526 PAGE 368

SCHEDULE OF EQUIPMENT

Page 6 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		CLYDE CRAIG'S OFFICE	
1	N-48	Executive - Bookcase. Size: 48"H Finish: Medium Oak	
1	N2510	Executive - Conference Desk Size: 72" x 36" Finish: Medium Oak with wood top.	
1	N2514 -72- KSCD	Executive - Kneehole Credenza with keyboard drawer. Size: 72" x 20" Finish: Medium Oak with wood top.	
1	8078	Taylor - Sofa Size: 78"W x 33.5"D x 31"H Upholstery: Blue/tan check.	
1	251BN	Biltrite - Conference Table, wood veneer. Size: 44" Diameter Finish: Mellow Oak	
		ADDITIONAL FURNITURE	
2	3504	Mill - Guest Chair Finish: Dark Oak Upholstery: Beige	



Leasing Concepts, Inc.

BOOK 526 PAGE 369

SCHEDULE OF EQUIPMENT

Page 7 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		OPEN AREA I	
3	Spec.	Panel Concepts - Workstations consisting of: 60"H Electrical Panels with 3 duplex outlets. 1 - 48" Worksurface at desk height. 1 - Corner terminal surface at typing height. *1 - 36" Worksurface at typing height. 1 - Pedestal with two box/one file drawers. 1 - Open shelf over corner terminal surface (one side) 1 - Fabric surface flipper door cabinet over 48" surface. 1 - Task light under flipper door cabinet. Support legs and brackets as required. Finishes: Fabric - Wedgewood Trim - Putty Worksurface - Oak (Installation not included)	
		OPEN AREA II	
4	Spec.	Panel Concepts - Workstations, same basic description as Open Area I (Installation not included.)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

Page 8 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
3	M116	Amotek - Operator's Chair with arms. Size: 24.5"W x 24.5"D x 39"H (Inside 19"W x 17.5"D) Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
1	RA18SU (R)	OPEN AREA I - Secretarial Biltrite - Secretarial Desk, right return. Finish: Dark Oak	
1	M115	Amotek - Operator's Chair Size: 24.5"W x 24.5"D x 39"H Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
3	55-51- 136-0	Artopex - Five Tier Lateral File with receding doors/roll-out shelves in top four sections, pull- out drawer in bottom section. Dividers in top tier only; hanging folder bars in other four tiers. Size: 36" x 18" x 65.5"H Finish: Tan	



Leasing Concepts, Inc.

SCHEDULE OF EQUIPMENT

Page 9 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		OPEN AREA III	
2	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
2	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA IV	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
		OPEN AREA V	
4	Spec.	Panel Concepts - Workstation, same basic description as Open Area I. (Installation not included.)	
4	M116	Amotek - Operator's Chair with arms. Finish: Brown Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	



Leasing Concepts, Inc.

BOOK 526 PAGE 372

SCHEDULE OF EQUIPMENT

Page 10 of 10

LESSOR: LEASING CONCEPTS, INC.

LESSEE: AUTOMETRIC, INC.

ADDRESS: 1190 WINTERSON RD.
SUITE 470
LINTHICUM, MD 21090

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
		OPEN AREA VI	
1	Spec.	Panel Concepts - Non-electrified panel to create office for manager. Size: 8' x 9' in panels. (Installation not included.)	
1	N254	Executive - Double Pedestal Desk Size: 30" x 66" Finish: Medium Oak	
1	N2514-KSCD	Executive - Knee-hole Credenza with keyboard drawer. Size: 20" x 66" Finish: Medium Oak	
1	G-10	Amotek - Low Desk Chair with arms. Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	
2	G-34	Amotek - Guest Chair Finish: Black Upholstery: "Charlotte" #41-42 color - Crystal Blue Paprika	

Mail to

BOOK 526 PAGE 373

272673

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) TRAPP, ELWOOD G. 627 N. HAMMOND FERRY LINTHICUM, MD 21090		2 Secured Party(ies) and Address(es) ASSOCIATES COMMERCIAL CORP. P O BOX A COLLEGE PARK, MD 20740	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 1.00 RECORD FEE 10.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property: 1984 WESTERN STAR #2WMPZCZZ7EK910492 WITH 14' DUMP BODY #582289 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.			5 Assignee(s) of Secured Party and Address(es) 05/06/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered. ☒ Proceeds of collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:
Filed with: ANNE ARUNDEL COUNTY 1337853

ELWOOD G. TRAPP ASSOCIATES COMMERCIAL CORP.
By: Elwood G. Trapp By: R. D. Davis
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

272671

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
TRAPP, ELWOOD G. 627 N. HAMMOND FERRY LINTHICUM, MD 21090	ASSOCIATES COMMERCIAL CORP. P O BOX A COLLEGE PARK, MD 20740	RECORD FEE 11.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property: 1985 WESTERN STAR #2WMPZCZZ1FK912501 WITH 14' J & J DUMP BODY #163152 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) #255940 1777 R01 T09:58 05/06/88
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented: 1337853/1		
Filed with: ANNE ARUNDEL COUNTY 1337853/1		
By: ELWOOD G. TRAPP <i>Elwood G. Trapp</i> Signature(s) of Debtor(s)		By: ASSOCIATES COMMERCIAL CORP. <i>R. L. [Signature]</i> Signature(s) of Secured Party(ies)
Filing Officer Copy-Alphabetical 11.8		

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 375
Identifying File No. 272675

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 4-25-88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Arundel Nursery, Inc.
Address 101 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie
Address PO Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2) EB45 Back Pac S/n 6012086; s/n 6017471

1) Easmark 48", 12.5 HP KAW, 5SP Mower s/n 21368

RECORD FEE 12.00
POSTAGE .50

#254540 0777 R01 T11:15

05/06/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)
Arundel Nursery, Inc.

M.D. Faulkner, Jr. (Pres.)
(Signature of Debtor)

M.D. Faulkner, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

Margaret M. Thomas
(Signature of Secured Party)

Margaret M. Thomas

Type or Print Above Signature on Above Line

BOOK 526 PAGE 376

(Seal)

(Seal)

(Signature)

(Print or Type Name)

BS-0850A-8406

$$\begin{array}{r} 11 \\ 42 \overline{) 80} \end{array}$$

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records
(strike inapplicable words)

2. ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal
Amount is \$.....

RECORD FEE 11.00
POSTAGE .50

3. Name and address of debtor(s) Capitol Mortgage Bankers, Inc. 650 Ritchie Highway Severna Park, MD 21146	4. Name and address of secured party Safe Lease Company 815 Reservoir Avenue Cranston, RI 02910
---	--

#256450 CT77 R01 T11#08
05/06/88

5. Name of assignee of secured party:

Address:

6. This financing statement covers the following types (or items) of property:
1 - Encore GX Electronic Key Telephone System w/1 KSU; 1 - CPU; 1 - Tone
Generator Card, 1 - 24 Button Telephone; 5- 12 button Telephone; 1 - FAX line
Jack w/Toggle Switch

CHECK [✓] AND COMPLETE THE FOLLOWING IF APPLICABLE

☐ (If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1",
above, and complete the next sentence.) The above described goods are affixed or are to be affixed
to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) <u>Capitol Mortgage Bankers</u>	Secured Party <u>Safe Lease Company</u>
By <u>Teresa McDermott</u> Title <u>Vice-President</u>	By <u>Vincent A. Mazzurco</u> V.P.
<u>TERESA A. McDERMOTT</u> (On above line, type or print name(s) of person(s) signing)	<u>VINCENT A. MAZZURCO V.P.</u> (On above line, type or print name of person signing)

11 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272678

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 9906.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Classic Motor Cars, Inc.

Address 1930 West Street Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1) 25 H Multi Price Snack Machine s/n# 341703
 1) EC-100 Dollar Bill Changer s/n# E-14646
 1) CSV-2LC HC Coffee Refurbished s/n# 2-6978

Name and address of Assignee

RECORD FEE 1.00

RECORD FEE 10.00

RECORD TAX 70.00

POSTAGE .50

H256420 C777 R01 T11:05

05/06/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

James Stevenson
 (Signature of Debtor)

James Stevenson
 Classic Motor Cars, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David Sloan
 (Signature of Secured Party)

David Sloan
 Great Northern Funding Corp.

Type or Print Above Signature on Above Line

1170.2

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Clerk of the Circuit Court of Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s):

Address(es):

Commerce Printing Company, Inc.

7513 Connelley Drive, Suite E
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank

Address: Department: Maryland National BankAttention: Collateral Unit~~XXXXXXXXXXXXXXXXXXXX~~ P. O. Box 871
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Commerce Printing Company, Inc.

Secured Party: Maryland National Bank

By: Ronald C. Kimery (Seal)

Type name and title, if any

Ronald C. Kimery, Secty.-TreasurerBy: Leory A. Bell, Jr. (Seal)

Type name and title, if any

Leory A. Bell, Jr., PresidentBy: Laura R. Richardson (Seal)

Type name and title

Commercial Banking Officer

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

0844852-0099-271

11/850
17850
SD

RECORD FEE

11.00

RECORD TAX

173.50

POSTAGE

.50

77 P01 110427

05/05/89

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

BOOK 526 PAGE 380

TO: Clerk of the Court of Anne
Arundel County
RE: Commerce Printing Company, Inc.

Date: 2/17/88

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | | |
|----|--|---------------|
| 1. | Value of exempt Collateral | \$ 655,139.00 |
| 2. | Value non-exempt Collateral | \$ 169,811.00 |
| 3. | Value of Total Collateral | \$ 824,950.00 |
| 4. | Computation of Amount of Debt Exempt from Recordation Tax: | |


<u>Value of Exempt Collateral</u>	x	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ 655,139.00	x	\$ 123,000.00	=	\$ 97,681.19
\$ 824,950.00				

5.	Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
	\$ 123,000.00	-	\$ 97,681.19	=	\$ 25,318.81

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	x	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
\$ 25,318.81	x	\$ 7.00	=	\$ 177.23
(25,500.00)				(178.50)

By:


 Laura R. Richardson
 Commercial Banking Officer (MNB)
 Ronald C. Kimery, Secty.-Treasurer
 (Commerce Printing Co., Inc.)

Note: tax is due on \$25,500. Total tax due is \$178.50

0844852-0094-27)

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

272680

BOOK 526 PAGE 381

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 26,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s):

Address(es):

Robert P. Murphy, D.D.S., P.A.

Severna Professional Center
605 Baltimore & Annapolis Boulevard
Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank

Address: Department: ACCUPost Office Box 987, Mailstop 500-501Attention: Lisa Edwards

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Robert P. Murphy, D.D.S., P.A.

Secured Party: Maryland National Bank

By: Robert P. Murphy (Seal)By: Jane C. Phillips (Seal)

Robert P. Murphy, President

Jane C. Phillips, Assistant Vice President

By: _____ (Seal)

Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

3061819-9001-604

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- ☐ a deed of trust
- ☐ an indemnity deed of trust
- ☐ a security agreement
- ☒ a financing statement
- ☐ _____

dated April 18, 19 88, and executed by Robert P. Murphy, D.D.S., P.A.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

2-Assistants Preference II Cabinets, #55-1011-10, Corner and Upper Modular

2-Priority Chairs 1005 Standard Vacuum back-less airlifters

1-Priority Doctors Stool #1600

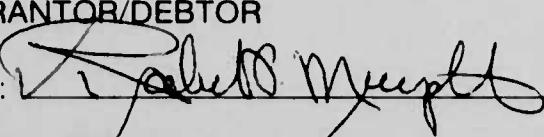
1-Priority Assistant Stool #1620

2-Excellence Unit #2072 with utilities and syringe on Unit head with 7540 Cuspider less utilities.

2-#2625 Assistant Carts

1-LFII Chair mounted lighting, mount port for excellence unit.

GRANTOR/DEBTOR

By:  (SEAL)Name: Robert P. Murphy, President

Title: _____

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 971
Annapolis, Maryland 21404
3061819-9001-604

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY - MD

272681

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 526 PAGE 383

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Covington Machine & Welding, Inc.Address 2015 Renard Court, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand CompanyAddress 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Air Compressor Model P175WD

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee

Concord Commercial Corporation
210 Goddard Blvd.
King of Prussia, PA 19406

(6769-1 JK)

RECORD FEE 11.00
POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 0777 R01 T10#13

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

↓ Donald P. Covington Pres. 4/29/88
(Signature of Debtor)

Covington Machine & Welding, Inc.
Type or Print Above Name on Above Line

Donald P. Covington Pres
(Signature of Debtor)

Type or Print Above Signature on Above Line

11.00

↓ Bradley W. Berger
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

Bradley W. Berger
Office Manager.

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) The Ski Racquet, Inc. 17214 Elton Road Silver Spring, MD 20903 AND 556-C Ritchie Highway Severna Park, MD 21146	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Collateral Supervisor Commercial Loan Section Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Retail Ski Supplies (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other

RECORD FEE 10.00
RECORD FEE 1.00

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

.50
#256090 C777 R01 T10413

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$40,000.00

05/06/88

DEBTOR:

The Ski Racquet, Inc.

SECURED PARTY:

SIGNET BANK/MARYLAND

John Michael Foster, Pres.
(Type Name)

By: _____

Tim Rubio
(Type Name)

By: _____

May 2 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Located in more than one County, therefore,
taxes were paid to SDAT \$143.00 5-3-88

11.50

272633

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. SCH 01

1. DEBTOR

Name Tidewater Rental Center, Inc.

Address 166 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TIDEWATER RENTAL CENTER, INC.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

17.10

TIDEWATER RENTAL CENTER, INC.

BOOK 526 PAGE 386
Schedule 01
Page 1 of 3

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) one	Electric Wallpaper Steamer S/N 10657
(1) one	Meridian Transit Level S/N 020176 with Stiff Leg Tripod and rod
(2) two	#222 Portable Bar Lattice
(5) five	#245 Round Top 3 Panel Basket Weave Screens
(1) one	Koldkiss Ice Shaver Machine S/N 870410
(1) one	WC0905 Turle w/insert
(1) one	Nacho chesse wrmr w/ladle CWD3434
(1) one	Nacho warmer dlx servalot with Stain. steel nacho insert SJ12-11745
(1) one	15 gal tank pkg. Model 5-105 Head 1505 with Wet/Dry Kit
(6) six	Ice tongs
(2) two	Pistol Bride Server
(1) one	Small Dome Server
(1) one	Large Dome Server
(1) one	Wedding Canopy Comp.
(2) two	Wedding Cand Heart 17-Lite
(2) two	Arch Column
(1) one	Wedding Arch Heart
(1) one	Candlelighter
(7) seven	Wed Cand Aisle
(40) forty	ST546SJ Step Frame 5'W x 4'6'H
(40) forty	STGA72-7N Gal D.Brace 7'Notch
(130) One hundred thirty	ST68C Insert 9 in w/collar
(6) six	CF501-24-B'Cade Eng/GR Type 1
(10) ten	CF-777PC Starlite W/Bolt
(1) one	Moline King D-305 (frame)
(1) one	Trail King D-305 (bumper)
(12) twelve	Flush Top Dolly
(1) one	Pry Dolly 6'
(1) one	SRT-M-60 H.D. Equipment Truck
(2) two	Model WB-25 2500 watts 120V 1 ph 60hz Gillette LC8-12B alternator driven by standard B&S 5 HP engine recoil start LC8-13B
(2) two	58122 Typewriter S/N's B86271916 & B86272230

Tidewater Rental Center, Inc.

BY: [Signature]

TITLE: [Signature]

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER, INC.

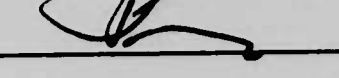
Page 2 of 3

<u>Quantity</u>	<u>Equipment</u>
(2) two	KD units 10 x 10 yellow canopy
(1) one	EA Model 5 Earth Drill w/ 5 HP B & S S/N 523701
	with 3X42-SSP EA Auger, Snap-on Pengo Point
(20) twenty	Endurance 60 x 60 light blue
(45) forty-five	Endurance 60 x 60 navy
(45) forty-five	Endurance 60 x 60 grey
(3) three	Endurance 20 x 20 napkins navy
(9) nine	Endurance 20 x 20 napkins grey
(5) five	Endurance 20 x 20 napkins ivory
(6) six	Large Serving Spoon
(6) six	Large Serving Fork
(6) six	Large Slotted Spoon
(16) sixteen	8ft Trs Cables, regular
(200) two hundred	chairs - BLK/BLK V
(2) two	Tall Bouquet Holder - 18"
(2) two	Short Bouquet Holder - 6"
(2) two	Medium Bouquet Holder - 12"
(2) two	4/Cup Lite Tower
(1) one	Tall Round Riser
(1) one	Medium Triangular Riser
(1) one	Short Square Riser
(1) one	30" Single Edge Hedge Trimmer
(12) twelve	60 X 120 Queens Linen Tablecloth 04 White
(24) twenty-four dozen	Queens Linen Napkins 04 white
(40) forty	8 ft. Tables Bull Nose/Stain/Poly
(12) twelve	6 ft. Tables Bull Nose/Stain/Poly
(8) eight	42" Round Table-Wishbone Legs-Bull Nose/Stain/Poly
(6) six	30" Round Pedestal Bull Nose/Stain
(4) four pair	Preflex R Skis 070-8130-01-02-03-04
(10) ten pair	Preflex R Skis 070-8140-36 through 45
(1) one pair	Preflex R Skis 070-8140-18 S/N 06142264
	with 1 pair binders
(9) nine pair	Preflex R Skis 070-8180-19 through 27
(6) six pair	Preflex R Skis 070-8190-01 through 06
(8) eight	JHJ12 1/2 Hydraulic Jack
(1) one	6011 Acry Tray Patterned
(1) one	6011 Light Box
(1) one	Model GP-25B 2500 Watts 120V 1 ph 60hz Gillette
	alternator driven by B&S 5 HP heavy duty I/C engine
(1) one	0004188 TP3B Pump S/N 418802410
(1) one	0005794 PD2B Pump S/N 579401186
(6) six	CROWNPC Crown Polish Stanchion Chr.

Tidewater Rental Center, Inc.

BY: TITLE: 

TransFinancial Leasing Corp.


BY: TITLE: 

TIDEWATER RENTAL CENTER, INC.


Page 3 of 3

<u>Quantity</u>	<u>Description</u>
(2) two	Flared Spike Punch Bowl - 8 qt.
(2) two	Dominion Punch Bowl - 11 qt.
(72) seventy-two	Compact Black China (Porcelain) Salad Plate 7 1/2"
	<u>Compact White China (Porcelain)</u>
(72) seventy-two	Dinner Plate 10"
(144) one hundred forty-four	Salad Plate 7 1/2"
(144) one hundred forty-four	Bread & Butter Plate 6 3/4"
(72) seventy-two	Cup
(72) seventy-two	Saucer
	<u>Arcoroc "Cosmos" Dinnerware</u>
(72) seventy-two	Dinner Plate 9 1/8"
(72) seventy-two	Salad Plate 8"
(72) seventy-two	Dessert Plate 7"
(72) seventy-two	Cup (Calice)
(72) seventy-two	Saucer
(2) two	580-B "Bahama" 5-Gal Beverage Fountain with 24K Gold Trim
(1) one	8 1/2' Aluminum Brake S/N 82864
(2) two	Super Coolers - Red
(2) two	Super Coolers - Blue

Tidewater Rental Center, Inc.

BY: TITLE: 

TransFinancial Leasing Corp.

BY: TITLE: 

bjw5.tidewa01.2

272604

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is *Not* Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: College Parkway Ice Cream and Yogurt Center, Inc. T/A Triplets
 (Name or Names—Last Name First)
7433 Baltimore-Annapolis Blvd, Glen Burnie, MD 21061
 (Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

1. 24 Wood Finish Falcon Chairs
2. 8 Vanilla Laminated Wood Edge 30 x 30 Tables
3. 1 Mop Sink
4. 1 Kalvinator Hardening Cabinet, Model ZS087346-001
5. 1 Master Built, Model TDD46 and 1 Model TDD88 Dipping Cabinets
6. 1 Federal Model VH59, Non-Refrigerated Display Cabinet
7. 1 Beverage Air, Model UCR27 Under Counter Refrigerator
8. 1 Waring, Model DMC 200 Triple Spindle Mixer
9. 1 Silver King, Model SK-RCF Fountainette with Pumps and Jars
10. 1 AMF Model WYOTTCW350-P Heated Fudge Dispenser
11. 1 Arrow Stainless Steel Table, Model PSTU3096
12. 1 Arrow 3 Compartment Sink
13. 2 Metalmaster, Model SHSA10F Hand Sinks with Faucets and Spouts
14. 1 Penn Walk-in Cooler, 8' x 8'
15. 1 40 Quart Emery Thompson Batch Freezer and Compressor

RECORD FEE 12.00

POSTAGE .50

#256040 C777 P01 T10:09

05/06/88

4. Proceeds of collateral are covered hereunder: YES ☒ NO ☐
 5. Products of collateral are covered hereunder: YES ☒ NO ☐
 6. This transaction (is) (is not) exempt from the Recordation Tax.
 7. The principal amount of the debt initially incurred is: \$75,000.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061Dated this 29th day of April, 19 88

DEBTOR:

COLLEGE PARKWAY ICE CREAM
AND YOGURT CENTER, INC

By: Joseph H. Rouse President
 (Title)

SECURED PARTY:

THE BANK OF GLEN BURNIE

By: Stephen G. Boyd Sr. Vice President
 (Title)

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
 Record Reference _____

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____ BALTIMORE PARTS DISTRIBUTION CENTER

Address _____ 8000 Telegraph Road, Severn, MD

2. SECURED PARTY

Name _____ MACK FINANCIAL CORPORATION

Address _____ 2100 Mack Boulevard, Allentown, PA 18105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's furniture, fixtures, inventory of motor vehicle parts, accounts receivable, shop tools and equipment, now owned or hereafter acquired, together with the proceeds thereof, in whatever form.

RECORD FEE 11.00

#255970 C717 R01 T10:03

05/06/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

BALTIMORE PARTS DISTRIBUTION CENTER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MACK FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 391
Identifying File No. 272636

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McDonald and Sons, Inc.
Address 8009 E. Old Jessup Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza
Whippany, New Jersey 07981
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Burkeen B-30 Cable Plow, with engine, s/n B30-764, #371588031513
One (1) Used Parsons P-55 Trencher, s/n SP-55-1-8
One (1) Warner & Swasey Gradall (Truck) Model #G600, s/n NP8520

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
#255930 0777 R01 TOP:58
HH 05/06/88CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

McDonald and Sons, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line
John A. McDonald

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

526-392
272687

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2395.95

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 11-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

14006

1. DEBTOR

Name WERNER & MARY JACKSON
Address 8216 OLD ANNAPOLIS RD PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5-01-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD TAX 17.50

POSTAGE .50

FIREARMS
STEREO
TV (2)
TYPEWRITER
VCR

#254740 0777 R01 T11:34

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Werner Jackson
(Signature of Debtor)WERNER JACKSON
Type or Print Above Name on Above LineMary Jackson
(Signature of Debtor)MARY JACKSON
Type or Print Above Signature on Above LineGina Jordan
(Signature of Secured Party)GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

1750.50

AA 05/06/88

STATE OF MARYLAND

BOOK 526 PAGE 393

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272688
14002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1151.25

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 04-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LISA SEDGWICK
Address 8373 FLINTLOCK CT. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"
COMPUTER-PC, MONITOR, MODEM, PRINTER, SOFTWARE

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Lisa Sedgwick
(Signature of Debtor)

LISA SEDSWICK
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

1650

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 384
Identifying File No. 272689

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 1405.54If this statement is to be recorded
in land records check here. ☐This financing statement Dated 4-25-88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name FREDDIE L. RIDER
Address 7772 NOTLEY RD. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

JEWELRY- 1KARAT DIAMOND RING

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

AH 4256760 0777 P01 711138

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 05/06/88☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Freddie Lee Rider
(Signature of Debtor)FREDDIE L. RIDER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)GINA JORDAN C. SR.
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 395
Identifying File No. 272690

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 500.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 11-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN R. BRADY
Address 763 STRATFORD RD. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name ANCO FINANCIAL SERVICES
Address P.O. BOX 227 GLEN MOUNT, MD. 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00

RECORD TAX 28.00

POSTAGE .50

4256170 0717 R01 T11:38

05/06/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John R. Brady
(Signature of Debtor)

JOHN R. BRADY
Type or Print Above Name on Above Line

Brigitte Brady
(Signature of Debtor)

BRIGITTA BRADY
Type or Print Above Signature on Above Line

Joyce M. Riley
(Signature of Secured Party)

JOYCE RILEY NGR
Type or Print Above Signature on Above Line

28880

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

#13963

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
STEPHAN K. HOCK & LORI L. PENNELL		4-04-88	
334 GATEWATER CT #202		ACCOUNT NO.	TAB
GLEN BURNIE, MD.		21061	

Filed with: ANNE ARUNDEL CO.

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00

RECORD TAX 17.50

AH POSTAGE .50

#256780 0777 R01 T11:39

05/06/88

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81,
SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2329.23

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Monica D. Carter
MONICA CARTER TITLE C.S.R.

Stephen K. Hock DEBTOR
STEPHEN K. HOCK
Lori L. Pennell DEBTOR
LORI L. PENNELL

ORIGINAL — FILING OFFICER COPY
18-1289 (REV. 11-88)

1785

272693

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: P.O. BOX 927
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
TERRY L. & CAROL A. BRINKER		4-05-88	
1863 QUEBEC ST.		ACCOUNT NO.	TAB
SEVERN, MD.	21144		

Filed with: ANNE ARUNDEL CO.

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00

RECORD TAX 24.50

POSTAGE .50

H256790 0777 R01 711#40

05/06/88

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81,
SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS
\$ 3262.57

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Gina Jordan C.S.R.
GINA JORDAN TITLE C.S.R.

Terry L. Brinker DEBTOR
Carol A. Brinker DEBTOR
TERRY L. BRINKER
CAROL A. BRINKER

ORIGINAL - FILING OFFICER COPY

19-1200 (REV. 11-80)

12
24.50
.50

BOOK 526 PAGE 398

272321

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.
Date &
HourThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

The Butler Group, Inc. 1600 Terrell Mill Road, Marietta, Georgia 30060

Name of Secured Party or assignee

No.

Street

City

State

General Electric Capital

P.O. Box 105105, Atlanta, Georgia 30346

Corporation

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

The types or items of property covered by this financing statement are
described on Exhibit A attached hereto and incorporated herein by reference.

No. of additional pages attached: 2

RECORD FEE 13.00

POSTAGE CK .50

#257340 0345 001 T08#57

05/09/88

To be filed with the Circuit Court of Anne Arundel County, Maryland.
(If affixed to realty—state value of each article)CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is/are~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

THE BUTLER GROUP, INC.

GENERAL ELECTRIC CAPITAL CORPORATION

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO:

Judy J. Roland
Hansell & Post
56 Perimeter Center East, N.E.
RETURN TO: Atlanta, Georgia 3034613
50

EXHIBIT "A"

DEBTOR: THE BUTLER GROUP, INC.

SECURED PARTY: GENERAL ELECTRIC CAPITAL CORPORATION

All of the following property and interests in property of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located:

(A) all accounts, contract rights, chattel paper, instruments and documents, whether now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter acquires any rights (all of the foregoing being referred to as "Accounts");

(B) all inventory, whether now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter acquires any rights, including, without limitation, any and all goods, merchandise and other personal property, wheresoever located and whether or not in transit, which is or may at any time be held for sale or lease, or furnished under any contract of service or held as raw materials, work in process, or supplies or materials used or consumed in Debtor's business, including, without limitation, all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor;

(C) all general intangibles, whether now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter acquires any rights, including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, tooling and patterns, supplier contracts and research and development in process, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the Accounts by an account debtor obligated thereon, all rights to indemnification, including, without limitation, Debtor's rights to indemnification arising under that certain Agreement and Plan of Merger among Butler Acquisition Group, Inc., Butler Securities, Inc., Butler Acquisition Group/Acq. Company, Sears, PLC, and Butler Securities, Inc., and all other intangible property of every kind and nature (other than Accounts);

Book 526 pp 398-B

(D) all property of Debtor subject to or referred to in, or accompanying any draft drawn under, any and all commercial or standby letters of credit issued at the request of Debtor and for the payment of which Secured Party has incurred or may incur any debt, liability or obligation, including, without limitation, all trust receipts, instruments and documents of title, insurance policies and certificates of insurance;

(E) all monies, residues and property of any kind, now or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party;

(F) all accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing; and

(G) all books and records (including without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of the foregoing.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 526 PAGE 399

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 72634

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,2701.88

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 22 APRIL 11, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ORVILLE AND VERA PRYOR
Address 510 RETFORD DR SEVERNA PARK, MD 21156

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 007 GLEN PURNIE B MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLDGOODS AND OTHER CONSUMER PERSONAL PROPERTY
BICYCLE, BINOCULARS,
MOWER, SNOW BLOWER, CHAIN SAW, STEREO, WIDE SCREEN TV, HITACHI 19" AND 25"
RCA AND HITACHI VCR

RECORD FEE 12.00

RECORD TAX 21.00

POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

4256810 0777 R01 T1141

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Orville Pryor
(Signature of Debtor)

ORVILLE PRYOR
Type or Print Above Name on Above Line
Vera J. Pryor
(Signature of Debtor)

VERA PRYOR
Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

1225.50

272695

FILE 13084

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DONALD N. & SHARESE R. CONLES		4-12-88	
1202-A EUBANKS CT		ACCOUNT NO.	TAB
FT MEADE, MD.		751805955	

Filed with: ANNE ARUNDEL CO.

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD TAX 31.50

#121730 0777 R04 T0943

05/09/88

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PROPERTY"

EXERCISE FOP- WEIGHT SET
TV-25"
VCR-PANASONIC
STEREO COMPONENT

RECORD FEE 1.20

AH RECORD FEE 10.80

POSTAGE .50

#256820 0777 R01 T1141

05/06/88

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 4333.10

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Donald N. Conles
DONALD N. CONLES DEBTOR
Sharese R. Conles
SHARESE R. CONLES DEBTOR

BY Gina Jagan
TITLE

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-88)

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

12-
31.50 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

13882

272636

BOOK

526

PAGE

401

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2192.04

If this statement is to be recorded in land records check here. ☐This financing statement Dated MARCH 8, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WOODROW AND MARY WOLFORDAddress 6208 CENTENNIAL PLAZA APT D2. SECURED PARTY GLEN BURNIE MD 21061Name AVCO FINANCIAL SERVICESAddress PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03-14-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTIANHOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00

RECORD TAX 17.50

POSTAGE CK .50

CHECK ☒ THE LINES WHICH APPLY

4026830 0777 R01 T11:41

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

WOODROW WOLFORD

Type or Print Above Name on Above Line

MARY WOLFORD

(Signature of Debtor)

MONICA D. CARTER

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MONICA D. CARTER

CSR

Type or Print Above Signature on Above Line

105 1750.00

272637

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOHN J. & KATHLEEN M. MCHALE		3-14-88	
509 TOWNSEND AVE.		ACCOUNT NO.	TAB
BALTIMORE, MD.		412308641	41
21225			

File 13891

Filed with: Baltimore City

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00

RECORD TAX 14.00

POSTAGE CK .50

#256840 C777 R01 T11:43

05/06/88

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81,
SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS
\$ 1700.76

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Raley TITLE MANAGER

John J. Mchale Jr DEBTOR
JOHN J. MCHALE
Kathleen M. Mchale DEBTOR
KATHLEEN M. MCHALE

ORIGINAL — FILING OFFICER COPY

19-1200 (REV. 11-80)

12-14-80

11-12-80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 403
Identifying File No. 272638

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2122.04

If this statement is to be recorded in land records check here. ☐

This financing statement Dated MAY 4, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VIVIAN GREENE
Address PO BOX 747 723 BRIGHTON FL SEVERNA PK 21146

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

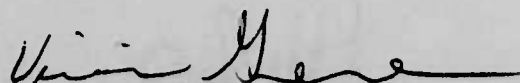
RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE CK .50

H256850 0777 R01 T11:44

05/06/88

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

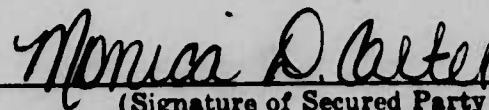
VIVIAN GREENE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IMP F/C



(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

1750 82

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 404
Identifying File No. 272633

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2005.72

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 11-28-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

JEFFREY & JEWELL WHITAKER
Name
Address 6 ALDER RD ANNAPOLIS, MD 21402

2. SECURED PARTY

AVCO FINANCIAL SERVICES
Name
Address PO BOX 997
CLEM BURNIE, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5-4-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

Mower
Computer
Camera
TV
VCR
Stereo Equip.

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE CK .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

JEFFREY WHITAKER

Type or Print Above Name on Above Line

Jewell E. Whitaker

(Signature of Debtor)

JEWELL WHITAKER

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MARY BRYANT ADMIN. ASST.

Type or Print Above Signature on Above Line

17 21.50

STATE OF MARYLAND

BOOK 526 PAGE 405

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272700

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2156.19

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (14024)

1. DEBTOR

Name JANICE FOSTER

Address 4302 MOUNTAIN RD BOX 877 PASADENA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE ,MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00

COLLECTORS PLATES

RECORD TAX 17.50

LIMITED EDITION-FIGURINES

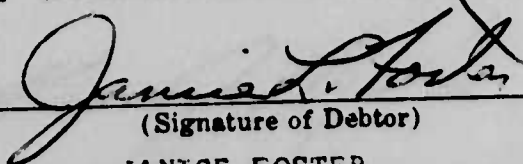
POSTAGE CK .50

LIMITED EDITION-WALL PAINTINGS

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#256870 0777 R01 T1145

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

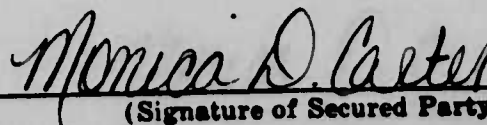
(Signature of Debtor)

JANICE FOSTER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

1750.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526 PAGE 406
BOOK 7399

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2419.22

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEVIN AND PAT MYERS

Address 701 PARTIDGE LANE GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 607 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

COMPUTER-T.I. SYSTEM
CD PLAYER-TECHNICS (2-AMPS, 2-SPKS)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

RECORD FEE 12.00

RECORD TAX 17.50

POSTAGE CK .50

H256800 0777 R01 T11:45

05/06/88

[Signature]
(Signature of Debtor)

KEVIN MYERS

Type or Print Above Name on Above Line

Pat Myers
(Signature of Debtor)

PAT MYERS

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

18 1750.50

STATE OF MARYLAND

BOOK 526 PAGE 4117

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

272702

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1050.50

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 8, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

#13972

Name CONSTANCE GREGORY

Address 5 HAMBERG ST. PASADENA, MD 21122

2. SECURED PARTY

Name AVOO FINANCIAL SERVICES

Address PO BOX 307 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

10 SPEED BIKE, SHINTON VCR, LIVINGROOM SET

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE CK .50

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

4256870 0777 R01 T11#47

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Constance Gregory
(Signature of Debtor)CONSTANCE GREGORY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)MONICA CARTER CSR
Type or Print Above Signature on Above Line

1050.50

BOOK 526 PAGE 418
272703

#13997

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOSEPH R. CHERRY		4-08-88	
914 PINE RD.		ACCOUNT NO.	TAB
GLEN BURNIE, MD.		711609215	

Filed with: ANNE ARUNDEL CO.

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE **CK** .50
#056900 C777 R01 T11:48
05/06/88

UNDERLYING TRANSACTION ☐ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2192.04
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)
BY Monica D. Carter Joseph R. Cherry Jr
MONICA CARTER TITLE C.S.R. JOSEPH R. CHERRY DEBTOR
DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1200 (REV. 11-88)

1150
7750
180

STATE OF MARYLAND

272701

FINANCING STATEMENT FORM UCC-1

Identify File 526 PAGE 409

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 271.21

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GORDON BYRD
Address 3551-C HURR CT FT WEADE MD 20745

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 900 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"
BICYCLE-HUFFY (2) RADIO-SANYO 50 WATT
MUSICLE INSTRUMENTS (5) STEREO (2)
TV-(2) 25" & 19" VCR-SANYO

RECORD FEE 11.00

RECORD TAX 28.00

POSTAGE CK .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

05/06/88

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gordon C. Byrd
(Signature of Debtor)

GORDON BYRD
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

JOYCE M. RALEY MGR

Type or Print Above Signature on Above Line

1/28/88

FINANCING STATEMENT

This financing statement is presented to a filing officer ²⁷²²⁶⁰ for filing pursuant to provisions of Article 9 of the Uniform Commercial Code of Maryland.

Debtors:

Shoreline Video, Inc.
118 Hillsmere Drive
Annapolis, Maryland

Mario Acap and Ada Acap
1600 Yugas Court
Upper Marlboro
Prince George's County
Maryland

Secured Parties:

John Beeler and Pat Beeler
1907 Arbor Hill Lane
Bowie, Prince George's County
Maryland

John Loubier and Donna Loubier
4411 Orlan Drive
Bowie, Prince George's County
Maryland

Lou-Bee Video, Inc.
118 Hillsmere Drive
Annapolis, Anne Arundel County
Maryland

RECORD FEE 13.00
CK .50
05/09/88

Maturity date: Five (5) years from the date hereof.

1. This financing statement covers the following types (or items) of property:

All personal property located in the video store at 118 Hillsmere Drive, Annapolis, Maryland, including the following:

- 1 counter
- 1 glass display case
- 3 magazine racks
- 2 monitors
- 2 video recorders (and 2 unclaimed video recorders)
- 2,000 individual movie cassettes (approximate no.)
- 1 chair

13
2

1 telephone
30 shelves
1 stereo system
1 cash register
Miscellaneous items

2. Proceeds of the collateral are also covered.
3. Products of the collateral are also covered.

Debtors:

Secured Parties:

Mario Acap President
Shoreline Video, Inc.

John Beeler
John Beeler

Mario Acap
Mario Acap

Pat Beeler
Pat Beeler

Ada Acap
Ada Acap

John Loubier
John Loubier
Donna Loubier
Donna Loubier

LOU-BEE VIDEO, INC.

By: Donna Loubier

Date: April 26, 1988

Date: April 26, 1988

Return to: Barbara Jo Entwistle, Esquire
944 Fourth Street
Laurel, Maryland 20707

Mail to

272711

FINANCING STATEMENT

____ County Land Records
X ____ County Financing Records
X ____ Assessments and Taxation

\$9,200.00
Principal Amount of Debt
____ Not Subject to Tax

DEBTOR:

Enslow Enterprises, Inc.
D/B/A Four Seasons Furniture
2444 Solomons Island Road
Annapolis, Maryland 21401

CREDITOR:

Woodbridge Construction Company
2444 Solomons Island Road
Annapolis, Maryland 21401

RECORD FEE 13.00
POSTAGE .50
#172490 C237 R02 T15:35
05/09/98

CK

PROPERTY ADDRESS (where goods will
be affixed):

Four Seasons Furniture
2444 Solomons Island Road
Annapolis, Maryland 21401

COLLATERAL COVERED BY THIS
STATEMENT:

All inventory and equipment, proceeds,
accounts receivable and bank accounts

This Financing Statement covers the above described property. Debtor grants a security interest in said property to Creditor to secure payment of all sums due to Creditor from Debtor. Creditor shall have all the rights of a secured creditor under the Maryland Commercial Law Article including, without limitation, the right to enter onto the property at any time after default (without breaching the peace) in order to remove the collateral. The collateral may be sold at public or private sale, and Debtor shall be responsible for all costs and deficiencies.

Proceeds of the Collateral are also covered.

DEBTOR SIGNATURE:

Enslow Enterprises, Inc.
D/B/A Four Seasons
By: David A. Enslow, Inc.

CREDITOR:

Woodbridge Construction Company
By: A. John Buscema

272713

BOOK 526 PAGE 413

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____2 ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County3 ☐ Not subject to Recordation Tax.4 ☒ Recordation Tax has been paid on the principal amount of \$ 500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.RECORD FEE 14.00
POSTAGE .50
#173040 C237 R02 T10:06
05/10/885. Debtor(s) Name(s): GukTowne Center Group
Limited Partnership

Address(es):

900 Ritchie Highway
Severna Park, MD 21146

CK

6. Secured Party:

MARYLAND NATIONAL BANK

Attention: Patricia A. Hicks
(Attn: REIG)

Address: Real Estate and Mortgage Division

XXXXXXXXXX
10 Light Street
Fifth Floor
XXXXXXXXXXXXXXXXXXXX
Baltimore, Maryland 2120210 Church Circle
Annapolis, MD 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 19, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

TOWNE CENTER GROUP LIMITED PARTNERSHIP

Secured Party:

MARYLAND NATIONAL BANK

BY: G.W. Koch Associates, Inc. General Partner (SEAL)By: Patricia A. Hicks (SEAL)BY: Gary W. Koch, Vice President (SEAL)Patricia A. Hicks, Assistant Vice President
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1400

Description of Maryland National Bank Site
Glen Burnie, Maryland

BOOK 526 PAGE 414

EXHIBIT A

BEGINNING for the same at a pipe found on the Southeast right-of-way line of Crain Highway 80' wide at the beginning of the first or North 30 23' East 35.00 feet line of that deed dated November 9, 1953 and recorded among the land records of Anne Arundel County, Maryland in Liber JHH 799, Folio 276 was granted and conveyed by County Trust Company, formerly known as the Eastern Shore Trust Company, to the Glen Burnie Realty Company, thence leaving Crain Highway and running reversely with and binding on the fourth or North 59 37' East 100.00 feet line of the abovementioned deed as now surveyed (1) South 65 37' 43" East 100.00 feet to a pipe found at the beginning of said line, said pipe being on the third or Southeasterly 180' line of that parcel of land which by deed dated March 22, 1919 and recorded among the land records of Anne Arundel County, Maryland in Liber WNW 10, Folio 108 was granted and conveyed by Curtis Creek Mining Co. to the Eastern Shore Trust Company, thence running with said line and along the building wall of Hathaway's Furniture Store (2) South 24 23' 14" West 24.04 feet to a point at the beginning of the third or Southeasterly 107.35 feet line of that parcel of land which by deed dated May 23, 1941 and recorded among the land records of Anne Arundel County in Liber JHH 237, Folio 62 was granted and conveyed by County Corporation of Maryland to County Trust Company thence running with and binding on said third line, (which as now surveyed is within the building wall of Hathaway's Furniture Store by about 0.15 hundreds of a foot more or less for about 39 feet of the building wall)

(3) South 44 46' 02" East 107.07 feet to a nail set at the beginning of the 4th line of the last mentioned deed, thence running with and binding on said fourth line being the northwest side of Drum Point Avenue (now abandoned)

(4) South 24 19' 58" West 114.79 feet to a nail set at the beginning of the first line of the last mentioned deed, on the North side of Rail Road Avenue North, now known as Post 40 Road, thence running with and binding on the first line of the above last mentioned deed and continuing with the fourth line of the deed secondly mentioned hereinabove

(5) North 48 25' 37" West 209.49 feet to a nail set on the Southeast right-of-way line of the aforementioned Crain Highway, thence running with and binding on the Southeast right-of-way line of Crain Highway

(6) North 24 22' 17" East 115.00 feet to the place of beginning containing 0.517 acres of land as now surveyed by Ronald W. Johnson Associates, Inc.

BEING ALL of that parcel of land which by deed dated March 22, 1919 and recorded among the land records of Anne Arundel County, Maryland in Liber WNW 10, Folio 108 was granted and conveyed by Curtis Creek Mining Company to the Eastern Shore Trust Company and also all of that parcel of land which by deed dated May 23, 1941 and recorded among the land records of Anne Arundel County in Liber JHH 237, Folio 62 was granted and conveyed by County Corporation of Maryland to County Trust Company.

NORTHCO TITLE CORPORATION

7419 Baltimore-Annapolis Blvd.

P. O. Box 1330

Glen Burnie, Maryland 21061

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 144
 Identification No. _____ Dated _____

1. Debtor(s) { Spa Creek Builders, Inc.
 Name or Names—Print or Type
528 Tayman Drive, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code
Key Federal Savings Bank (formerly k/a Key Federal
Savings and Loan Association)
2. Secured Party { Key Federal Savings Bank (formerly k/a Key Federal
 Name or Names—Print or Type
7F Gwynns Mill Court, Owings Mills, MD 21117
 Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RECORD FEE 10.00

POSTAGE .30

8122180 DTTT P06 T10420

RAYM 03/10/88

Dated: November 25, 1987

**KEY FEDERAL SAVINGS BANK, (formerly known as
 Key Federal Savings and Loan Association)**

Name of Secured Party

Signature of Secured Party

BY: Daniel W. Hume, Vice President

Type or Print (Include Title if Company)

Loose Bros. Form T-1

#5170 11550

(a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 3348 and 3349, as shown on a Plat entitled Second Map of Woodland Beach, District No. I, Anne Arundel County, Maryland Sheet No. 2 and filed among the Land Records of Anne Arundel County in Liber FSR No. 3, folio 25. (now recorded in Plat Book 8, folio 13.)

Mailed to Secured Party

272726
BOOK 526 PAGE 418

This FINANCING STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial Code

No. of Additional
Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

GENTRY, JR. EDWARD A.
GENTRY SR EDWARD A.
PATUXENT MOBILE ESTATES
COTHRAN MD 20711

PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

RECORD FEE 12.00

5. This financing statement covers the following types (or items) of property

6 Assignee(s) of Secured Party and Address(es): .50

1981 ZIMMER WINDSOR 14 X 70
SERIAL # ZWI701413424 AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
☐ Products of the Collateral are also covered

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BOULEVARD SUITE 245
WOODBIDGE, VA 22194

8 Describe Real Estate Here

☐ This statement is to be indexed in
the Real Estate Records

9 Name of
a Record
Owner

☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8) CK

05/10/88

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

GENTRY, JR. EDWARD A.

GENTRY SR EDWARD A.

PROFESSIONAL MH BROKERS

By Edward A. Gentry Jr.
Signature(s) of Debtor(s)

Edward A. Gentry Sr.

DC Irvine agent
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

____ TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

____ SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

BOOK 526 PAGE 419

FINANCING STATEMENT

272303

1. DEBTOR (S):

EBERSBERGER CONTRACTING
Name or Names - Print or Type
P.O. BOX 605 ARNOLD, ANNE ARUNDEL - MARYLAND 21012
Address - Street No., City - County State Zip Code
Name or Names - Print or Type
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY
Name or Names - Print or Type
9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

(1) Dynapac Model CA12-D Soil Vibratory Roller, S/N 394

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, _____ are not covered.

7. Products of collateral _____ are, xxx are not covered.

DEBTOR (S):

Michael J. Ebersberger
Signature of Debtor

EBERSBERGER CONTRACTING
Type or Print

Signature of Debtor

Type or Print

SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable
Tom Lloyd
Signature of Secured Party

Type or Print (include title Co.)

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XXX NOT SUBJECT TO

RECORDING FEE
ON PRINCIPAL
AMOUNT OF
\$

FINANCING STATEMENT

BOOK 526 PAGE 420

1. DEBTOR (S):

EBERSBERGER CONTRACTING

Name or Names - Print or Type

P. O. BOX 605 ARNOLD - ANNE ARUNDEL, MD 12012
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY

Name or Names - Print or Type

9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

Dynapac Model CA25 PDB, S/N 4537-~~211~~

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral xxx are, are not covered.

7. Products of collateral are, xxx are not covered.

DEBTOR (S):

Signature of Debtor

EBERSBERGER CONTRACTING
Type or Print

Signature of Debtor

Type or Print

SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable

Paul Lloyd CREDIT MANAGER

Signature of Secured Party

Type or Print (include title Co. if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

DJI
BOOK 526 PAGE 421
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 272310

1. DEBTOR

Name Swift, John J, PT

Address 1720 Crane Highway South, Suite 202, Glen Burnie, MD 21061

2. SECURED PARTY

Name MACROLEASE INTERNATIONAL CORPORATION

Address 50 Jericho Turnpike, Jericho, NY 11753

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
Tilden Commercial Alliance
2 Lambert St.
Roslyn Heights, NY 11577

See Schedule A attached hereto and made part hereof.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

JOHN J. SWIFT, PT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MACROLEASE INTERNATIONAL CORPORATION
Type or Print Above Signature on Above Line

SCHEDULE A attached hereto and made part of a lease dated _____,
between Macrolease International Corporation, Lessor and _____,
JOHN J. SWIFT, PT _____, Lessee.

BOOK 526 PAGE 422

One (1) Cybex Orthotron
One (1) traction unit
One (1) ultrasound
One (1) whirlpool
One (1) stimulator
One (1) Johnson Anti-Shear w/o-II Adpt.

plus all parts, attachments and accessories thereto.

JOHN J. SWIFT, PT

By: 

FINANCING STATEMENT

File No 272727

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Emerson C. Walden, Jr., M.D. 14 Wellham Avenue, Ste. 201 Glen Burnie, Md. 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Renee Vick P.O. Box 17063
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☐ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☐ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other.

Holter Monitoring System with reel to reel recorder;
Cordata Laser Printer disc drive, keyboard & monitor

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 13,950.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

RECORD FEE 11.00

RECORD TAX 98.00

POSTAGE .50

Emerson C. Walden, Jr., M.D.

(Type Name)

By:

Verna L. Squirrel

(Type Name)

8122630 CITY ROMA T10117

CK 05/10/88

By:

April 29

(Date Signed by Debtor)

19 88

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269882 **526** PAGE **424**

RECORDED IN LIBER 518 FOLIO 177 ON Sep. 25, 1987 (DATE)

1. DEBTOR

Name Lad-e Enterprises, Inc
Address 111 D Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment XXX ☐
(Indicate whether amendment, termination, etc.)

Please amend debtor's address to include:

8148-A Jumpers Mall/Ritchie Highway
Pasadena, MD 21122

RECORD FEE 10.00

POSTAGE .50

#122650 CITY RD4 FIDELITY

05/10/88

PHM

Dated 5/4/88
[Signature]
SIGNATURE OF DEBTOR

[Signature]
(Signature of Secured Party)
D.R. Williams Branch Operations Manager
Type or Print Above Name in Full

272713

BOOK

526

PAGE

425

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)

Britton, Thomas B
8427 Alvin Road
Pasadena, Maryland 21122

2. Secured Party(ies) and Address(es)

Ford Motor Credit Company
P. O. Box 637
Mechanicsville, VA 23111

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

L555 New Holland Skid Steer Loader, Serial #700001
62" Low Profile Bucket
Dirt Tooth Kit

RECORD FEE

11.00

M122680 CITT R04 T10149

Check if covered: ☒ Proceeds of collateral covered ☐ Products of collateral covered

05/10/88

4. This transaction is exempt from the Recording Tax.

CK

Filed with:

Thomas B. Britton
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

Thomas B. Britton

(SIGNATURE OF DEBTOR)

BY: Lena Malone

Agent

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

11/2

272719

3330 8

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

BOOK 526 PAGE 426

FINANCING STATEMENT

Villa Venezia Pizzeria

Name or Names - Print or Type

1. LESSEE(S)

64 Mountain Road, Glen Burnie, MD 21061

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road

Baltimore

Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Taylor Machine Model 339

H 8037544

RECORD FEE 11.00

POSTAGE .50

M122690 DTTT RM4 110451

CK (5/10/12)

Assigned: Sovran Bank
31 Light Street
Baltimore, MD 21202

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Villa Venezia Pizzeria

By:

Signature of Lessee

Rosario Montevago

Type or Print

Signature of Lessee

Type or Print

LESSOR: L-J Leasing Company

By:

Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

272720

BOOK 526 PAGE 427

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) AKIN MARK A. AKIN CAMILLE C. 54 S. BRUCE STREET LAUREL MD 20707	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property: 1986 COMMODORE GUARDIAN 14 X 70 SERIAL # AK21950A AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on <input type="checkbox"/> The described goods are or are to be affixed to* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
AKIN MARK A. AKIN CAMILLE C. PROFESSIONAL MH BROKERS			
By <i>Mark A. Akin, Camille C. Akin</i> Signature(s) of Debtor(s)		By <i>McIrvine agent</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) (1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254599

RECORDED IN LIBER 479 FOLIO 447 ON 11-26-84 (DATE)

1. DEBTOR

Name Homer Dale DuncanAddress 222 Old Magothy Bridge Road Pasadena, MD 21122

2. SECURED PARTY

Name J.I. Case Co. or J.I. Case Credit Corp. as their interest may appear:Address 290 Elwood Davis Road - Suite 217 - Liverpool, NY 130885790 Widewaters Parkway, Syracuse, NY 13214-1844

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE .50

#122900 0777 004 11107

05/10/88

Anne Arundel Co. #2689

RHM

Dated May 2, 1988J.I. CASE CREDIT CORPORATION
(Signature of Secured Party)Type or Print Above Name on Above Line
Fin. Mgr.

15.00

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

272721

BOOK 526 PAGE 429

DATE: May 3, 1988

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Northward Corporation

ADDRESS: 8004 Jumpers Hole Road
Pasadena, MD. 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1988 OMC Mustang Tractor Loader
Serial number 84492D

RECORD FEE 11.00

POSTAGE .20

#122910 CTXX RM4 111400

ph 05/10/88

DEBTOR(S):

Reese W. Diggs Jr.

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Robert E. Mann
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1150

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Circuit Court for Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): COMMERCE ELECTRIC SUPPLY, INC. Address(es): 815 Central Avenue
Linthicum, Maryland

6. Secured Party: Maryland National Bank Address: Department: LDRU
Post Office Box 987, Mailstop 02-28-01
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00

POSTAGE .50

4122960 CTTT R04 T11118

Debtor: COMMERCE ELECTRIC SUPPLY, INC.

Secured Party: Maryland National Bank

By: Marc Lessans (Seal)

By: Sharon A. Bates (Seal)

Type name and title, if any
Marc Lessans, President

Sharon A. Bates, Vice President

By: _____ (Seal)
 Type name and title, if any

Type name and title

11.00

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Circuit Court for Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 900,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to the State Department of Assessments and Taxation in an amount of \$2,970.00 on May 2, 1988
5. Debtor(s) Name(s): _____ Address(es): _____

COMMERCE ELECTRIC SUPPLY, INC.

815 Central Avenue
Linthicum, Maryland

6. Secured Party: Maryland National Bank Address: Department: LDRU
Post Office Box 987, Mailstop 02-28-01
Attention: Alice Keith Baltimore, Maryland 21203
(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
POSTAGE .50

Debtor: COMMERCE ELECTRIC SUPPLY, INC.

Secured Party: Maryland National Bank #122970 CTTT R04 111/18
05/10/88

By: Marc Lessans (Seal)
Type name and title, if any
Marc Lessans, President

By: Sharon A. Bates (Seal)

By: _____ (Seal)
Type name and title, if any

Sharon A. Bates, Vice President
Type name and title

176

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~XXXX~~ Lessee UNC Naval Products Division of UNC, Incorporated

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ Lessor General Electric Credit Corporation

Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____

Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) Sciaky Electron Beam Welder as more fully described on Schedule A attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

R. B. Must
(Signature of Debtor) Lessee

UNC Naval Products Division of UNC, Incorporated
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)

By [Signature] (Signature of Secured Party) Lessor

General Electric Credit Corporation
Type or Print Above Name on Above Line

Office of the Clerk of Circuit Court, County, MD

11

SCHEDULE A

BOOK 526 PAGE 433

This Schedule is to be attached to and become part of a UCC-1 Financing Statement
dated 4/21/88, between the undersigned

Quantity	Description of Equipment
One (1)	<p>New 1988 Ferranti Sciaky Electron Welder Beam model # VX3-168x56x62, s/n 11339 consisting of the following components:</p> <p>Dimension of Welder: 168" x 56" x 52" 300 Series Stainless Steel Chamber Work Carriage Rotating Head Stock/Tail Stock Digital Readout Recorder Monitor Heat Treat Capability Line Printer 1722-S Mechanical Pump/Blower System Control Cabinets consisting of: Pumping/Cabinet Data General Computer Cabinet AVR Cabinet High Voltage Tank Cabinet Pumping Frame Cabinet Charter Recorder Cabinet DC Generator/Tachometer System</p>

Includes all wiring, installation, attachments, additions, and accessories.

LESSOR: General Electric Credit Corporation

BY: [Signature]

Region Credit Manager

TITLE: _____

LESSEE: UNC Naval Products Division of UNC, Incorporated

BY: [Signature]

TITLE: Vice-President, Accounting

1562d

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ Lessee UNC INCORPORATED, UNC Naval Products Division
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ Lessor General Electric Credit Corporation
Address 1080 1m Street, Rocky Hill, Ct 06067

3. Assignee of Secured Party _____
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____
5. This financing statement covers the following types (or items) of property: (list)

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than an Lease under Section 1-207(37) of the Uniform Commercial Code. One (1) Sciaky Electron Beam Welder as more fully described on Schedule A attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions therof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not subject to recordation tax.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

R. B. Thurst

(Signature of ~~Debtor~~) Lessee

UNC INCORPORATED, UNC Naval Products Division
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)

By [Signature]

(Signature of ~~Secured Party~~) Lessor

General Electric Credit Corporation
Type or Print Above Name on Above Line

Office of the Clerk of Circuit Court, County, MD.

15

SCHEDULE A

This Schedule is to be attached to and become part of an Insurance Schedule
dated 4/1/88, between the undersigned

Quantity	Description of Equipment
One (1)	New 1988 Ferranti Sciaky Electron Welder Beam model # VX3-168x56x62, s/n 11339 consisting of the following components: Dimension of Welder: 168" x 56" x 52" 300 Series Stainless Steel Chamber Work Carriage Rotating Head Stock/Tail Stock Digital Readout Recorder Monitor Heat Treat Capability Line Printer 1722-S Mechanical Pump/Blower System Control Cabinets consisting of: Pumping/Cabinet Data General Computer Cabinet AVR Cabinet High Voltage Tank Cabinet Pumping Frame Cabinet Charter Recorder Cabinet DC Generator/Tachometer System

Includes all wiring, installation, attachments, additions, and accessories.

LESSOR: General Electric Credit
Corporation

BY: [Signature]

Region Credit Manager

TITLE: _____

LESSEE: UNC Naval Products Division
of UNC, Incorporated

BY: [Signature]

TITLE: Vice-President, Accounting

1562d

FINANCING STATEMENT

BOOK 526 PAGE 436
272726

1. ☒ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court A.A. Co.,

5. Debtor(s) Name(s) Address(es)
Pleasure Marina Management 15525 Frederick Road, Rockville, Md 20855

6. Secured Party Address
Equitable Bank, National Association 60 West Street, Annapolis, Md 21401
Attention: Wayne Hawkins
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☒ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors PLEASURE MARINA MANAGEMENT

By: Gerald Herson, General Partner (Seal)

(Seal)

PLEASURE MARINA MANAGEMENT, INC.

By: Gerald Herson, President, General Partner (Seal)

(Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

RECORD FEE CK 27.00
POSTAGE .50

#259070 0055 R01 T15:16

05/10/88

27-
J.B.

SCHEDULE A

1. Taylor Mariner Forklift, Serial Number DI6575

LIBER 4598 PAGE 906

BOOK 526 PAGE 437

FINANCING STATEMENT FORM UCC-1

Identifying File No.

Express

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

272730

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ferguson Trenching Co., Inc.Address 123 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand CompanyAddress 5681 Main Street, Elkridge, MD 21227

RECORD FEE

11.00

POSTAGE

.30

#123070 CITY R04 11312

Sh

08/10/00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Vibratory Compactor Model SD40F

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee
Concord Commercial Corporation
210 Goddard Blvd.
King of Prussia, PA 19406

(6768-1 JK)

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Stanley R. Ferguson
(Signature of Debtor)

Ferguson Trenching Co., Inc.
Type or Print Above Name on Above Line

Stanley R. Ferguson V.P.
(Signature of Debtor)

Type or Print Above Signature on Above Line

11.50

Bradley W. Berger
(Signature of Secured Party)

(Signature of Secured Party)

Ingersoll-Rand Company *Bradley W. Berger*
Type or Print Above Signature on Above Line
Office manager.

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries
PO BOX 635

ADDRESS:

CITY & STATE: **LANHAM MD 21066**

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) DAVID HERRINGTON		DATE OF THIS FINANCING STATEMENT 05-06-88	
7920 SUTHERLAND CT		ACCOUNT NO.	TAB
PASADENA MD	21122	361301477	9874

Filed with: **AA CTY**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
83	Honda			JHMST5430D9013633		4

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) ☐ If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

*Stereo onks Casette plyr recorder 2 spkr, 1000
tape plyr
2 - 12 speed 1 Raleigh & 1 wards
Cannon 35 mm camera
JVC video camcorder*

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

✓ M123260 C777 R04 1131

UNDERLYING TRANSACTION ☒ IS ☐ IS NOT ☐ IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81,
SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS
\$ **1368.88**

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY

TITLE

ORIGINAL - FILING OFFICER COPY

DAVID HERRINGTON

DEBTOR

DEBTOR

11
1050
50

☐ TO BE☒ NOT TO BERECORDED IN
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 3,000.00

FINANCING STATEMENT

1. Debtor(s):

Potomac Hotel Group Inc., T/A Ramada Inn

Name or Names—Print or Type

173 Jennifer Road Annapolis, MD 21401

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

Carbonator Rental Service

Division of Beverage Systems of America, Inc.

Name or Names—Print or Type

2. Secured Party:

3229 Pulaski Highway Baltimore, MD 21224

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 4 Station-6 Flavor Remote Bag-In-Box Juice Dispensing Systems. Including Dispensers, Pumps, Lines, Fittings, Regulators, etc...

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Carbonator Rental Service
Division of Beverage Systems of
America, Inc.(Signature of Debtor)
Potomac Hotel Group Inc.
T/A Ramada Inn

Type or Print

(Signature of Debtor)

Edgar Vllora

Type or Print

(Company, if applicable)

Marvin Howard

(Signature of Secured Party)

Marvin Howard, President

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Carbonator Rental Service Division of Beverage Systems of
America, Inc.
3229 Pulaski Hwy.
Baltimore, MD 21224

Lunas Bros. Form F-1

RECORD FEE 12.00

POSTAGE .50

4123280 0777 RM4 113141

10/10/70

1250

272733

BOOK 526 PAGE 441

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Consolidated Millinery Co. 1501 Southern Road Kansas City, MO. 64120	2. Secured Party(ies) and address(es) Cole Taylor Bank/ 47th and Ashland Chicago, IL. 60609
--	--

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#123250 OTTT RDA T13144
JAN 1988

5. Assignee(s) of Secured Party and
Address(es)

4. This financing statement covers the following types (or items) of property:

See Exhibit A attached.

This statement, and security interest
thereunder, is not subject to Maryland
recordation tax. (INVENTORY)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
Clerk of the Circuit
Court of Anne Arundel Cty.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

By: Larry R. Hansen, President
[Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)
(For Use In Most States)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

EXHIBIT A

BOOK 526 PAGE 442

All Debtor's now existing or hereinafter acquired Millinery Inventory and Wig Inventory held, and any raw materials, work in process and material now or hereinafter used or consumed in Debtor's business conducted, at any of the addresses shown below or at any other address within the state of Maryland, and any furniture and fixtures now or hereinafter owned by Debtor within the state of Maryland, and proceeds of any of the foregoing. Millinery Inventory means men's or women's hats, caps, bonnets, berets, turbans, scarves, headbands, barrettes and other headgear of a decorative or sport nature held by Debtor for sale to third parties. Wig Inventory means men's or women's wigs, hairpieces and other hair ornaments whether real or synthetic and hair sprays, hair nets, wig brushes and other wig accessories which are held by Debtor for sale to third parties.

Woodward & Lothrop, Inc.
33 Parole Plaza
Annapolis, MD 20015

Woodward & Lothrop, Inc.
Columbia Mall Shopping Center
10300 Little Patuxent Park
Columbia, MD 21043

Wheaton Plaza Shopping Center
11160 Viera Mill Rd
Wheaton, MD 20902

Lake Forest Mall
701 Russell Avenue
Gaithersburg, MD 20760

3701 Branch Avenue
Iverson Mall
Hillcrest Heights, MD

Wisconsin & Western Avenue
Chevy Chase MD

2145 Brightseat Road
Landover Mall Shopping Center
Landover, MD

Montgomery Mall
Bethesda, MD

3500 East-West Highway
Hyattsville, MD 20782

White Marsh Mall
8200 Perry Hall Boulevard
Baltimore, MD 21236

272731

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): _____ Address(es): _____
 The P. T. Morgan Paper Company 525 Broadwater Road 33 East South Street
 Arnold, MD 21012 Smyrna, DE 19977

6. Secured Party: Maryland National Bank Address: Department: ACCU
 Post Office Box 987, Mailstop 500-501
 Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: The P. T. Morgan Paper Company

Secured Party: Maryland National Bank

By: Peggy T. Morgan, Secy (Seal)
 Type name and title, if any

By: _____ (Seal)

By: _____ (Seal)
 Type name and title, if any

Mark T. Blizzard, Vice President
 Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To: 2998276
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404



11
 2

RECEIVED MAY 09 1988

RECORD FEE 11.00
 POSTAGE .50

05/11/88

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>LETTERING UNLIMITED, INC. 110 Roesler Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND n/k/a Baltimore & St. Paul Streets Signet Bank/Maryland Baltimore, Maryland 21203</p> <p>Attn: Steven M. Wienecke Commercial Loan Representative</p> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of garment customizing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. All furniture and fixtures now owned or hereafter acquired and all proceeds and products thereof in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$175,000.00

DEBTOR:

LETTERING UNLIMITED, INC.

By: Tad O. Parker, President

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Steven M. Wienecke

Steven M. Wienecke
(Type Name)

April 7, 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., ~~VA~~ 2000000000.

TO BE RECORDED AMONG THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION. RECORDATION TAXES IN THE AMOUNT OF \$ 504.00 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY.

AFTER RECORDATION, PLEASE RETURN TO:

Barbara A. Miller, Legal Assistant
Shapiro and Olander, P.A.
2000 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 385-0202

504 12

RECORDATION TAX AFFIDAVIT

TO WHOM IT MAY CONCERN:

Signet Bank/Maryland, a Maryland banking corporation, (the "Lender") has agreed to lend the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) as an SBA Guaranteed term loan (the "Loan") to Lettering Unlimited, Inc., a Maryland corporation, (the "Debtor"). In consideration thereof, the Debtor has granted a security interest to the Lender in certain collateral listed on Schedule A attached hereto having a total value of approximately Two Hundred Eight-Nine Thousand One Hundred Thirty-Six Dollars (\$289,136.00) (the "Collateral").

The Debtor hereby represents and warrants that approximately One Hundred Seventy Thousand Dollars (\$170,000.00) of the total value of the Collateral consists of business inventory, accounts, contract rights, goodwill and other general intangibles as defined in Section 12-108(k)(1) and (2) of the Tax-Property Article of the Annotated Code of Maryland, as amended (the "Code"). The Debtor further represents and warrants that approximately One Hundred Nineteen Thousand One Hundred Thirty-Six Dollars (\$119,136.00) of the total value of the Collateral constitutes equipment and other tangible assets as defined in the Code.

IN WITNESS WHEREOF, the undersigned Tad O. Parker, President of Debtor, has executed this Affidavit on behalf of the Debtor this 7th day of April, 1988.

ATTEST:

LETTERING UNLIMITED, INC.

Marsha A. Parker
Marsha A. Parker, Secretary

By:

Tad O. Parker
Tad O. Parker, President

STATE OF MARYLAND

CITY/COUNTY OF CARROLL to wit:

I hereby certify that on this 7th day of April, 1987, before me, a Notary Public in and for the State and City/County aforesaid, personally came Tad O. Parker, known to me or satisfactorily proven to be the person whose name is subscribed to the within Affidavit and acknowledged that he executed the same as President of Lettering Unlimited, Inc. and acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal.

Barbara A. Miller

Notary Public

My Commission expires: 07/01/90

078260-5/48
050288/4

1 of 1

BOOK 526 PAGE 446

272723

- () Anne Arundel County Land Records
(X) Anne Arundel County Chattel Records
() Maryland Department of Assessments and Taxation

RECORD FEE 22.00
POSTAGE .50
#174720 C237 R02 T10:50
05/11/88

FINANCING STATEMENT

Dated: May 10, 1988

DEBTOR: SEVERNA PARK MALL ASSOCIATES

ADDRESS OF DEBTOR: SEVERNA PARK MALL ASSOCIATES
C/O Turchan/Wells Associates
Suite 900
1275 K Street, N.W.
Washington, D.C. 20005

SECURED PARTY: JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY: John Hancock Place
200 Berkeley Street
Boston, Massachusetts 02117

I. This Financing Statement covers the following items of personal property:

- A. All machinery, apparatus, building materials, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, of the Debtor now or at any time hereafter located, attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described premises or any part thereof and any and all buildings thereon or to be erected thereon now owned or hereafter acquired by the Debtor to the full extent of Debtor's right, title, interest or equity therein, including but without being limited to all fixtures and chattels, including but not limited to all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, shades, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, refrigerators, ovens, disposals, dishwashers, wall beds, wall cabinets,

22 00

appliances, furnaces, dynamos, motors, power equipment, mechanical equipment, engines, pipes, conduits, switchboards, lifting, cleaning, communications apparatus, escalators, partitions, ducts, compressors, elevators and elevator machinery, radiators, blinds, and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating, and sprinkling and other fire prevention or fire extinguishing equipment of whatsoever kind and nature.

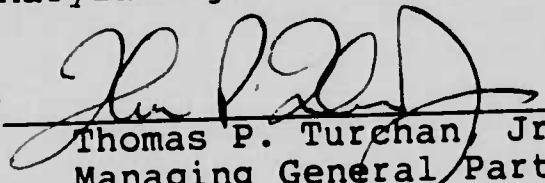
- B. All right, title and interest, present, future or inchoate, of the Debtor in and to any and all leases now or hereafter assigned by the hereinafter described Assignment of Leases to the extent that such right, title and interest constitutes personal property.
 - C. All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, to the extent that the same constitutes personal property, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the said real estate or improvements, but subject to the rights of Debtor under the Deed of Trust or any ancillary agreement between Debtor and Secured Party regarding (a), (b) and (c) herein on the date hereof.
 - D. All right, title and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now or hereafter affecting all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon.
- II. The above-described goods, property, interest and rights are located at, or relate to, the real estate and improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, Maryland and known as Severna Park Mall, and more particularly described on Exhibit A attached hereto and made a part hereof, and being the same property described in the hereinafter described Deed of Trust (the "Premises").
- III. This Financing Statement publicizes a Deed of Trust from the Debtor to Michael J. Ruane and David S. Kahn, Trustees, securing a debt in the principal amount of Seventeen Million Dollars (\$17,000,000.00), which Deed of Trust, of even date herewith, is recorded concurrently with the filing hereof in the Land Records of Anne Arundel County, Maryland, and a Collateral Assignment of Lessor's Interest in Leases and Collateral Assignment of Rents, both of even date herewith

and recorded concurrently with the above-referenced Deed of Trust, and this Financing Statement publicizes any and all covenants, benefits, agreements and rights, in addition to the above specifically mentioned, which Secured Party has, by reason of the loan made to the Debtor and evidenced by that certain Promissory Note, of even date herewith, made by Debtor to the order of the Secured Party in the amount of \$17,000,000.00 and secured by the Premises. To the extent that any terms of this Financing Statement are contrary to any express provision of the Deed of Trust, the terms of such Deed of Trust shall govern.

IV. Proceeds of the collateral are also covered.

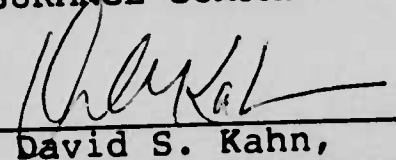
DEBTOR:

SEVERNA PARK MALL ASSOCIATES,
a Maryland general partnership

By 
Thomas P. Turchan, Jr.,
Managing General Partner

SECURED PARTY:

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By 
David S. Kahn,
Attorney and Authorized Agent

STATE OF Florida) to wit:
COUNTY OF Palm Beach)

I, LAURIE LABRY, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Thomas P. Turchan, Jr., who is personally well known to me, or satisfactorily proven by the oath of credible witnesses, to be the Managing General Partner of Severna Park Mall Associates, a party to the foregoing and annexed Financing Statement, bearing date on the 3rd day of May, 1988, did personally appear before me and, being by me first duly sworn, did acknowledge that he, as said Managing General Partner of said Severna Park Mall Associates, being authorized so to do, executed the foregoing and annexed Financing Statement, in the name and on behalf of said Severna Park Mall Associates, as

Debtor, as its free act and deed for the uses and purposes therein contained.

GIVEN under my hand and official seal this 3rd day of May, 1988.

Gauree Labey
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. 067.26.1991
BONDED THRU GENERAL INS. UND.

STATE OF Washington to wit:
COUNTY OF King

I, Patricia W. Jeffries, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David S. Kahn, Attorney and Authorized Agent for and on behalf of John Hancock Mutual Life Insurance Company, who is personally well known to me as the person who executed the foregoing and annexed Financing Statement, bearing date on the 10 day of May, 1988, personally appeared before me this day in my said jurisdiction, and, as attorney and agent for, and in the name of and on behalf of, said John Hancock Mutual Life Insurance Company, acknowledged the said writing as the act and deed of said corporation and delivered to same as such.

GIVEN under my hand and official seal this 10 day of May, 1988.

Patricia W. Jeffries
Notary Public

My Commission Expires: My Commission Expires April 30, 1990

(Attached to and forming a part of that certain Financing Statement, dated May 10, 1988, from SEVERNA PARK MALL ASSOCIATES, Debtor, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, Secured Party)

PROPERTY DESCRIPTION

EXHIBIT "A"

BEGINNING for the same at the beginning point of the parcel of land conveyed by Alma L. Bourke, unmarried, to West Ridge, Inc., by deed dated July 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber C.T.C. 1220, folio 396, said point being also at the end of the first or south 27 degrees 18 minutes east 208.72 foot line of the parcel of land conveyed by Henry C. Bourke, widower, to Anna L. Kleis, by deed dated June 3, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. 217, folio 418, said point being also on the northeasternmost side of Governor Ritchie Highway, as laid out and now existing 150 feet wide, thence binding on the first, second and part of the third lines of the first mentioned conveyance, and binding on the second and third lines of the second mentioned conveyance and referring the courses and distances of this description to the Maryland State Grid Meridian, (1) north 49 degrees 53 minutes 15 seconds east 209.00 feet, thence (2) north 35 degrees 24 minutes 45 seconds west 208.72 foot, thence (3) north 49 degrees 53 minutes 15 seconds east 10.22 feet, thence leaving the third line aforementioned and binding on the southerly right of way line of the proposed Arundel Expressway, as shown on State Roads Commission of Maryland Plat No. 24309, by a curve to the left, (4) having a radius of 2247.07 feet, a length of arc of 736.48 feet, and being subtended by a chord having a bearing of south 51 degrees 44 minutes 35 seconds east and a distance of 733.18 feet to a point of tangency, thence (5) south 61 degrees 08 minutes 00 seconds east 791.55 feet to a point of curvature, thence binding on a curve to the right, (6) having a radius of 2421.48 feet, a length of arc of 372.29 feet, and being subtended by a chord having a bearing of south 56 degrees 43 minutes 44 seconds east and a distance of 371.92 feet to intersect the tenth or south 49 degrees 42 minutes 55 seconds west 201.90 foot line of the first mentioned conveyance, 68.29 feet from the end thereof, thence binding on the remainder of said tenth line, (7) south 49 degrees 42 minutes 55 seconds west 68.29 feet, thence binding on part of the eleventh line of the first mentioned conveyance, (8) south 49 degrees 42 minutes 55 seconds west 21.00 feet to the northerly side of McKinsey Road, thence running along the road widening of said road, (9) along a curve to the left 145.64 feet, said curve having a radius of 420.00 feet and being subtended by a chord of south 59 degrees 38 minutes 57 seconds west 144.91 feet, thence (10) south 49 degrees 42 minutes 55 seconds west 645.26 feet, thence (11) north 82 degrees 50 minutes 55 seconds west 36.83 feet to the easternmost side of Governor Ritchie Highway, 150 feet wide, thence binding along the said northeasternmost side of Governor Ritchie Highway, 150 feet wide, (12) north 35 degrees 24 minutes 45 seconds west 1561.22 feet to the point of beginning: containing 20.613 acres of land, more or less.

AFTER RECORDATION

MAIL TO:

REAL TITLE CO., INC.

2009 N. 14th ST.

ARLINGTON, VA 22201

ATTN: R. S. T.

RTC# 48800164

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Whitmore Printing & Stationary Co., Inc.
 Address: 1982 Moreland Parkway
 Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Bank & Trust Company
 Address: P.O. Box 311
 Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
 Address: Annapolis, Maryland

RECORD FEE 11.00

POSTAGE .50

ph #269920 0345 R01 T15132

05/11/98

4. This Financing Statement covers the following types (or items) of property: New Muller Martini Model 1509 Minuteman Saddle Stitcher S/N 945640. 3 Model 1509.0062 HK-75 Tritching Heads. 8 Stations. 3 Model 1516 Compact Twin Feeders (6 feeders). 1 Model 1528 Folder Feeder S/N 945652. 1 Model 1522 Three-Knife Trimmer. 1 Model 1511 Belt Delivery w/counter & kicker. Model S057 S/N 0027248 KC26/KC66 Compact.
 5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

Debtor(s): Whitmore Printing & Stationary Co., Inc.

[Signature] (President)
[Signature] (Vice President)

Secured Party:

Annapolis Banking & Trust Co.
 (Type Name of Dealership)

[Signature]
 By (Authorized Signature)

John M. Suita, II, Executive Vice President
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11
 58

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Machinery, Inc.

Address 512A Crain Highway, NW, Glen Burnie, MD 21061

2. SECURED PARTY

Name Associates Commercial Corporation

Address 9 Woodlawn Green, Suite 102, Charlotte, NC 28217

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE ATTACHED SCHEDULE "A" MADE TO AND FORMING A PART OF THIS FINANCING STATEMENT

RECORD FEE 11.00

1123740 DTT 004 110115

05/11/08

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

William Gretsinger

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mike Myrick

Type or Print Above Signature on Above Line

SCHEDULE A

81

Page 1 of 1 pages

Attached to and made a part of a(n) Financing Statement dated _____
(Name of document, such as Security Agreement)

between Maryland Machinery, Inc.

and Associates Commercial Corporation

(Describe property fully, including year if appropriate, make, model, kind of unit, serial number and any other pertinent information)

"All present and future inventory consisting of new and used construction machinery and equipment consisting of tractors, loaders, backhoes, fork-lifts and other items of machinery and equipment manufactured and/or distributed by JCB Inc. together with all present and future attachments, accessories, exchanges, repairs, replacement parts and additions thereto and all chattel paper, documents, accounts, general intangibles, instruments and contract rights now existing or hereafter arising of any of the forgoing."

Mail to

Customer's signature

[Handwritten Signature]

STATE OF MARYLAND
ANNE ARUNDEL COUNTY 526 PAGE 451 BOOK
FINANCING STATEMENT FORM 5001 Identifying File No. 282711

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address 41 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Associates Commercial Corporation

Address 9 Woodlawn Green, Suite 102, Charlotte, NC 28217

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE ATTACHED SCHEDULE "A" MADE TO AND FORMING A PART OF THIS FINANCING STATEMENT

RECORD FEE 11.00

4123750 0777 004 110115

09/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Francis G. Baldwin Pres.
(Signature of Debtor)

Francis G. Baldwin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mike Myrick
(Signature of Secured Party)

Mike Myrick

Type or Print Above Signature on Above Line

SCHEDULE A

Page 1 of 1 pages

Attached to and made a part of a(n) Financing Statement dated
(Name of document, such as Security Agreement)
between Baldwin Service Center, Inc.
and Associates Commercial Corporation

(Describe property fully, including year if appropriate, make, model, kind of unit, serial number and any other pertinent information)

"All present and future inventory consisting of new and used construction machinery and equipment consisting of tractors, loaders, backhoes, fork-lifts and other items of machinery and equipment manufactured and/or distributed by JCB Inc. together with all present and future attachments, accessories, exchanges, repairs, replacement parts and additions thereto and all chattel paper, documents, accounts, general intangibles, instruments and contract rights now existing or hereafter arising of any of the forgoing."

Customer's signature: Francis J. Baldwin Pres.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK

526

PAGE

456

Identifying Fi
BOOK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 05/06/88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name JAMES R. CAREY JR. / MICHELE CAREY
Address 719 MASONS BEACH RD. DEALE MARYLAND 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

RECORD FEE

12.00

POSTAGE

.50

Person And Address To Whom Statement Is To Be Returned If Different From Above

eh

05/11/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW KUBOTA TRACTOR MN# B7200HSD SN# 55504
1 - NEW KUBOTA MOWER RC60-72H 13968

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-813845

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

James R. Carey Jr.
(Signature of Debtor)

JAMES R. CAREY JR.
Type or Print Above Name on Above Line

x Michele Carey
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mike Smith
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

STW

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 457
Identifying File No. 272713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEON E. ROMO

Address 1611 HARMONY ACRES ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY

ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# G6200H SN# 32123
1 NEW KUBOTA MOWER MN# RC48G SN# 18908

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-813954

RECORD FEE 11.00
POSTAGE .50

ch 4123810 DT77 R04 110125
05/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

LEON E. ROMO

Type or Print Above Name on Above Line

X Leon E. Romo
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SECY-TREAS.

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

1/230

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

80

Identifying File No.

272711

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

PAGE 458

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald L. Russell

Address 4320 Owensbrooke Court, West River, MD 20778

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One CASE 1835C Uni-Loader
S/N JAF0012965

Name and address of Assignee

RECORD FEE 15.00

POSTAGE .50

#123920 CITY R04 T104

05/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

② Donald L. Russell
(Signature of Debtor)

Donald L. Russell

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

BOOK

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement: Anne Arundel County

File No. 253775 Dated September 11, 1984

Record Reference Book 477, Page 447

2. DEBTOR:

Name: Senatore, John, R., D.P.M.
(Last Name First)

ADDRESS: Suite 503, Empire Towers, Glen Burnie, MD 21061

RECORD FEE 10.00

POSTAGE .50

3. SECURED PARTY IS:

NAME: First National Bank of Maryland

#122970 CITY R04 T10134

05/11/80

PHL

ADDRESS: 6704 Curtis Court Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:
Signet Bank/Maryland
511 Crain Hwy, S.E.
Glen Burnie, MD 21061
ATTN: R.L. Brown 0440102

DEBTOR'S ADDRESS
Suite 503
Empire Towers
Glen Burnie, MD 21061

SECURED PARTY

First National Bank of Maryland

BY: Trudye N. Weisberg
Trudye N. Weisberg
Loan Accounting Officer
(TITLE)

DATED: April 28, 1988

150

FINANCING STATEMENT

File No

272743

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) COMPLETE CHIMNEYS INC PO BOX 1174 8316 Deck Rd. Pasadena, Md 21122	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of cleaning chimneys (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other

RECORD FEE 11.00

RECORD TAX 173.00

POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Complete Chimneys Inc

(Type Name)

By: X David Liddle

DAVID LIDDLE President

By: Robert A. Fleen

Robert A. Fleen, VP.

By: Ross L. Brown

ROSS L. BROWN A.V.P.

(Type Name)

April 29

1988

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

BOOK

272716

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:
Cardiology Associates, P.C.
106 Irving Street, N.W., Suite 206
Washington, D.C. 20013
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following types (or items) of property: (Describe)
All equipment, furniture and fixtures, located at 275 West St.,
Annapolis, MD 21401, in which Debtor now has or may hereafter
acquire an interest for use in Debtor's business as now and
hereafter conducted, and all increases, parts, fittings,
accessories, special tools and replacements of all or any part

5. Check the lines which apply if any, and supply the information indicated:

- ☐ (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

of the foregoing, together with proceeds thereof, including
proceeds of any policy of insurance thereon.

- ☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the
top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed
to: (describe real estate)

- ☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81,
section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the
debt initially incurred is \$_____

Debtor(s):

Cardiology Associates, P.C.

Stuart F. Seides, M.D.
Stuart F. Seides, M.D.
President

Secured Party:

First Virginia Commercial Corporation

By _____

(AUTHORIZED SIGNATURE)

A. Charles Benedetto
President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

RECORD FEE 11.00

POSTAGE .50

#121550 CTTT R04 110147

sh 05/11/80

1178

BOL

272717

Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Anne Arundel, MD 21401	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312	
Assignee of Secured Party The CIT Group/Equipment Financing, Inc.	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. Inventory Financing	
<p>This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</p> <p>One (1) Benati Hydraulic Excavator Model 190 S/N 319329 including all related parts, attachments and accessories and all other leases, chattel paper, rentals and other income related thereto and arising therefrom and all cash and non-cash proceeds thereof.</p> <p style="text-align: right;">RECORD FEE 11.00 POSTAGE .50 JH 11/24/88 CIT 104 110147 05/11/90</p>		
Proceeds of collateral are also covered.		
<p>* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)</p> <p>If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____</p>		
This Statement is to be returned, after recordation, to The CIT Group/Equipment Financing, Inc. at its address above.		
Debtor(s) Baldwin Service Center, Inc.	Secured Party The CIT Group/Equipment Financing, Inc.	
By <u><i>[Signature]</i></u> Title <u><i>Pres</i></u>	By _____	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
Type or print name(s) of person(s) signing 5-SA-989E	Type or print name of person signing	

1750

PART 2 - COURT CLERK

STATEMENT OF

☐ Continuation ☒ Termination ☐ Assignment ☐ Partial Release

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:	<input type="checkbox"/> Land	Liber	511	Folio	26	File No.	267088
	<input checked="" type="checkbox"/> Financing Statement						
Filing Date of Financing Statement (If Any) 4/21/87							

NAME	ADDRESS			
1. Debtor(s)	No.	Street	City	State
The Behrens Corp. t/a Lakemont Memorial Gardens and Cemetary Management Services Co., Inc.				
901 W. Central Avenue, Davidsonville, MD 21035				
2. Secured Party (or assignee)				
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.				

CHECK ☐ THE LINES WHICH APPLY

3. ☐ A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

RECORD FEE 1.00
RECORD FEE 7.00
POSTAGE .50
#124070 CTTT 604 710750
(5/11/88)

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

RAM

Dated: April 14, 1988

Secured Party:
First American Bank of Maryland

By: *George H. Lowe, Jr.*
Type Name: George H. Lowe, Jr.
Title: Branch Officer

152

9h :8 d 22 HVA bbb

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 15500 Annapolis Rd, Bowie, Md 20715

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 154
Identification No. 258246 Dated August 30, 1985

1. Debtor(s) { Robert D. and Fleeta L. Passon
Name or Names—Print or Type
1223 Tamarack Trail, Arnold, MD 21012 (A.A.Co.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 13.00

POSTAGE .30

#124080 CTT7 R04 110156

05/11/88

CK *RHM*

Dated: MAY 10 1988

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1352

1350

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493Page No. 8Identification No. 259708Dated December 24, 1985

1. Debtor(s) { William E. Atwell, Sr. and Carol A. Atwell
 Name or Names—Print or Type
251 Magothy Bridge Road, Pasadena, MD 21122 (A.A.Co.)
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Termination</p>

RECORD FEE 13.00

POSTAGE .50

#124090 CTTT R04 110456

05/11/88

CK PHM

MAY 10 1988

Dated: _____

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

1230

1350

272719

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Chesapeake Building Supply Corp.
(Name)
815 Central Avenue
(Address)
Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Pamela T. Bergen
(Name of Loan Officer)
P.O. Box 1596 Banc 101-560
(Address)
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired "Inventory", which is herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 1.10

RECORD FEE 9.70

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

#124180 CTTY 004 T11+10

sh

(5/11/88)

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Chesapeake Building Supply Corp.
(Seal)
* *Kevin F. Jost* V.P. (Seal)
(Signature)
KEVIN F. JOST V.P.
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
* *Edward C. Bell* TREAS (Seal)
(Signature)
EDWARD C. BELL TREAS.
(Print or Type Name)

15

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLANDFINANCING STATEMENT

DATE: May 3, 1988

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Millard B. Horton, Jr.

ADDRESS: 1668 Carlyle Drive, Apt. E
Crofton, MD 21114NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENTADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

A Limited Partnership unit in the American Beeper Associates Limited Partnership

RECORD FEE 11.00

POSTAGE .50

M124220 CITY ROAD 11117

m 05/11/88

DEBTOR(S):

Millard B. Horton, Jr

(Company Name)

BY: Millard B. Horton

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook

(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

11/82

303X

272754

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) LESLIE, JOHN HERBERT LESLIE, BERTHA JENEVINE 18 NORTH CAROL ST SPC# 18 LAUREL, MD 20707	2. Secured Party(ies) and address(es) Kona Mobile Home Brokers & Assoc., Inc. 1490 Cesna Drive Hanover, MD 21076	For Filing Officer (Date, Time, Number, and Filing Office) <div style="text-align: right; font-style: italic;"> RECORD FEE 12.00 POSTAGE .50 </div>
4. This financing statement covers the following types (or items) of property: USED - 1979 REDMAN / NEW MOON 66x14 MOBILE HOME, SERIAL #:12209216 Together with all appliances, equipment, accessories, parts and accessions thereon and thereto, all substitutions, replacements or additions therefore and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.		5. Assignee(s) of Secured Party and Address(es) <div style="text-align: right; font-style: italic;"> sh </div> All Valley Acceptance Co. P.O. BOX 668 Uniontown, PA 15401
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
LESLIE, JOHN HERBERT ; LESLIE, BERTHA JENEVINE <div style="font-style: italic;"> John Herbert Leslie Bertha Jenevine Leslie </div> By: _____ Title		Kona Mobile Home Brokers & Assoc., Inc <div style="font-style: italic;"> Beverly K. Carey Sec. </div> By: _____ Title
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use In Most States)

BOOK

272752

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):
Robert E. Whittington
111 Church Road
Arnold, MD 21012
M-32869-1

(2) Secured Party(ies) (Name(s) And Address(es):
ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD. 21237

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

RECORD FEE 11.00

POSTAGE .50

For
Filing
Officer

4124010 CTTT 004 110140

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model #D4H Tractor S/N 8PB02340

sh 08/11/90

AA

"NOT SUBJECT TO RECORDATION TAX"
M. SUTLE

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Robert E. Whittington

(By) Robert E. Whittington - Owner
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK

272753

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es):

Cherry Hill Construction, Inc.
8170 Mission Road
Jessup, Maryland 20794

M 32792-1

No. of Additional
Sheets Presented:

(2) Secured Party(ies) (Name(s) And Address(es):

ALBAN TRACTOR CO. INC.
P. O. BOX 9595
BALTIMORE, MD. 21237

(4) Assignee(s) of Secured Party, Address(es):

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model 963LGP Track Loader
S/N 21201852

For
Filing
Officer

RECORD FEE 11.00

POSTAGE .50

212070 OTT RD 110147

sh

05/11/88

"NOT SUBJECT TO RECORDATION TAX"

M. SUTTLE

(Anne Arundel)

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc.
James A. Ovenshaw, Jr./Pres.

(By)

Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy - Numerical

Alban Tractor Co., Inc.

Secured Party(ies) [or Assignees]

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction
and ☒

☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK

272751

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Cherry Hill Construction, Inc. 8170 Mission Road Jessup, MD 20794 M-32529-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P O Box 9595 Baltimore, MD 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3 (a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
		RECORD FEE 11.00 POSTAGE .50 #124040 C777 604 T10149 For Filing Officer <i>Mc</i> 05/11/00

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used DJB Model #D25C Dump Truck S/N 25DB6083

NOT SUBJECT TO RECORDATION TAX

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc

(By) *James A. Openshaw, Jr.* James A. Openshaw, Jr./Pres.
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy - Numerical

1180

Secured Party(ies) [or Assignees]
Alban Tractor Co., Inc.
(By) *Mark M. Duda*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

TO BE RECORDED AMONG THE STATE OF MARYLAND
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

BOOK 272755
Identifying File No. 5183

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated April 25, 1988 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Safeway Stores, Incorporated
Address 4th and Jackson Streets, Oakland, California 94660

2. SECURED PARTY

Name Shawmut Bank of Boston, N.A. and Max Goldsmith, Trustees
Address One Federal Street, Boston, MA 02211

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ATTACHED HERETO
AND MADE A PART HEREOF.

Name and address of Assignee

RECORD FEE 25.00
POSTAGE .50
#174940 C237 R02 T12:40
05/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

SAFEWAY STORES, Incorporated

(Signature of Debtor)

Russell L. Jacobus, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

POTOMAC LAND TITLE COMPANY
11400 Rockville Pike #510
Rockville, Md. 20852

RETURN TO:

2500

RMP/04-27-88
3337t

231

(Attach to Respective UCC-1 form)

SCHEDULE A

FINANCING STATEMENT

by

SAFEWAY STORES, INCORPORATED,
Debtor

and

SHAWMUT BANK OF BOSTON, N.A.
and
MAX GOLDSMITH
Secured Party

Property Covered by Financing Statement

1. This Financing Statement is being given by the Debtor to the Secured Party as security for the in the principal sum of \$21,360,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations and further agree that the Indenture of Construction Mortgage Deed of Trust and Uniform Commercial Code Security Agreement and Financing Statement with Assignment of Leases, Rents and Profits, given by the Debtor to the Secured Party dated January 1, 1985, ("the Indenture") as amended by a Supplement to Indenture of Construction Mortgage Deed of Trust and Uniform Commercial Code Security Agreement and Financing Statement with Assignment of Leases, Rents and Profits, of even date herewith ("the Supplement to Indenture") constitutes a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

2. This Financing Statement covers all of the Debtors' right, title and interest in and to

2.1. All structures, buildings and improvements of every character located upon the real

RMP/04-27-88
3337t

E00

estate described in Schedule B (hereafter the "Land") now or hereafter and all fixtures now or hereafter attached to, located in or used in connection with any such structures, buildings or improvements, all additions thereto and all extensions thereof, improvements thereto and substitutions and replacements thereto or therefor, whether now owned or held or hereafter acquired (collectively, the "Improvements").

2.2. All gas and electric fixtures, heaters, engines, fittings, appliances, apparatus, boilers, elevators, motors, plumbing and heating fixtures, equipment, carpeting and other floor coverings, fire extinguishers and other safety equipment, water heaters, air-conditioning apparatus, refrigerators, furnishings, furniture, fixtures, chattels, accessories and personal property of every kind and nature whatsoever, and any extensions, improvements, substitutions and replacements thereto or therefor, now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or Land, excluding, however, cash registers, refrigerated and non-refrigerated food or merchandise display stands, check-out counters, scales and other fixtures used in point-of-sale marketing of food or merchandise the removal of which, either individually or in the aggregate, would result in no significant damage to and would have no significant adverse effect on the value of the Improvements or Land.

2.3. All moneys at any time deposited or required to be deposited with the Secured Party pursuant to any provision of the Security Agreement.

2.4. All leases, tenant contracts, licenses and rental agreements pertaining to the Land now or hereafter entered into and all income, rents, issues, profits, revenues, proceeds and other income payable or paid to the Debtor with respect to the Land, Improvements or any other property constituting a portion of the property described in this financing statement, whether real, personal or mixed, or any interest therein, including all right, title and interest of the Debtor to any cash or securities deposited under said leases, tenant contracts, licenses and rental agreements to secure the performance by the lessees, tenants and licensees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases, tenant contracts, licenses or rental agreements or

RMP/04-27-88
3337t

BOOK 526 PAGE 475

BOOK

applied to one or more of the installments of rent or payments of fees becoming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default to collect the rents and fees thereunder.

2.5. All proceeds of the conversion, voluntary or involuntary, of any property constituting a portion of the property described in this financing statement into cash or liquidated claims, including, without limitation, all insurance proceeds and condemnation awards.

2.6. All franchise agreements, management contracts, construction contracts and other contracts and permits now or hereafter affecting the Land, or any part thereof.

2.7. All proceeds and products of the foregoing.

3. The aforesaid items are included as security in the Indenture as amended by the Supplement to Indenture intended to be recorded among the land records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Secured Party.

4. The said land consists of all of that land located in Anne Arundel County, Maryland, which are more particularly described in the said Supplement to Indenture and in Schedule B hereto.

To the Filing Officer: After this Statement has been recorded, please mail the same to Robert M. Patti, Esquire, 300 E. Lombard Street, Baltimore, Maryland 21202.

SCHEDULE B

FINANCING STATEMENT

by

SAFEWAY STORES, INCORPORATED,
Debtor

and

SHAWMUT BANK OF BOSTON, N.A.,
and
MAX GOLDSMITH
Secured Party

Description of the Land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

Being portions of the land described in two deeds to Virgil Christopher and Jeanne Christopher, his wife, the first thereof from Arnold Enterprises, Incorporated, dated January 31, 1958, and among the Land Records of Anne Arundel County, Maryland, in Liber GTC 1183 at Folio 403, and the second thereof from Anton Schwalier, dated August 14, 1958, and recorded among the aforesaid Land Records in Liber GTC 1230 at Folio 563, and also an old abandoned road.

BEGINNING for the same at the intersection of the Northwesterly line of Arnold Road, 45 feet wide (formerly 30 feet wide) with the Northeasterly right of way line of Governor Ritchie Highway, Maryland Route 2, 150 feet wide and 15.07 feet from an iron pipe found, said pipe being the original intersection of aforesaid right of way lines and also said pipe being the beginning of the 7th or North 25 degrees 33'20" West 281.68 foot line of the aforesaid deed recorded in Liber GTC 1183 at Folio 403; thence running along the said 7th line and continuing the same course across the aforesaid deed recorded in Liber GTC 1230 at Folio 563, being also along the said right of way line of Governor Ritchie Highway in the datum used by the State Roads Commission of Maryland.

(1) North 23 degrees 54'30" West 370.32 feet, passing over across cut in a curb 272.68 feet from the beginning

RMP/04-27-88
3337t

BOOK 526 PAGE 477 BOOK

thereof to an iron pipe found in the 3rd or North 64 degrees 43' East 296.5 foot line in the aforesaid deed recorded in Liber GTC 1230 at Folio 563, thence leaving said right of way line and running along a portion of the said 3rd line.

(2) North 66 degrees 09'33" East 254.82 feet, passing over an iron pipe found 18.08 feet from the end thereof, to a point in the Southwesterly right of way line of the Baltimore-Annapolis Boulevard, Maryland Route 648, 30 feet wide; thence running along said right of way line.

(3) 245.67 feet along the arc of a curve deflecting to the right having a radius of 665.00 feet and a chord bearing and distance of South 29 degrees 30'35" East 244.28 feet to a point; thence continuing along said right of way line.

(4) South 18 degrees 55'35" East 101.92 feet to a point being 15.27 feet from a point in the 6th or South 59 degrees 03'50" West 269.27 foot line in the aforesaid deed recorded in Liber GTC 1183 at Folio 403; thence running along the Northwesterly line of Arnold Road.

(5) South 60 degrees 43'04" West 271.00 feet to the point of beginning; containing 97,999.25 square feet or 2.2498 acres. The improvement thereon being known as 1451 Ritchie Highway.

SAVING AND EXCEPTING all that 0.0931 acres described in a Deed dated August 17, 1971 and recorded in Liber WGL 2430 at Folio 307 from Safeway Stores, Incorporated to Anne Arundel County, Maryland.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272750

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 1, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor Lessee

Name Easco Hand Tools, Inc.

Address 38 Club House Lane, Hunt Valley, MD 21031

2. Secured Party Lessor

Name Decimus Corporation

Address 353 Sacramento St., 14th flr., San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) IBM 5262-1 See Attached Exhibit A

Name and address of Assignee

This financing statement is filed solely for notice and precautionary purpose and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction.

"No Recordation Tax"

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Terry Rhodes, Comptroller

(Signature of Debtor)

Lessee

EASCO HAND TOOLS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Doug Drummond, Manager of Operations

(Signature of Secured Party)

Lessor

DECIMUS CORPORATION

Type or Print Above Signature on Above Line

EO!

EXHIBIT A TO SCHEDULE C

ONE IBM 5262-1

Located: EASCO HAND TOOLS, Inc.
7200 Standard Drive
Hanover, MD 21076

"NO RECORDATION TAX

BOOK 526 PAGE 480

RECORD FEE 10.00
POSTAGE .50
H260890 C237 R01 T10:23
05/12/88
RAN

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): BELLA, INC. d/b/a Bee Hive Inn & Package Mart Smith, C.G. - President 1052 Cape St. Clair Rd. Annapolis, Maryland 21401	(2) Secured Party(ies) (Name(s) And Address(es): Mid-Continent Refrigerator Company 5961 East 39th Avenue Denver, Colorado 80207	RECORD FEE 13.00 POSTAGE .50 H24739 C345 R01 T15:55 JUL 17 87 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. Security Agreement No. 48308 1 - Model MCAV-8 8' Long, Case #6029-11; Unit #82D-04540; All Purpose Mdsr. complete with 1/2-H.P. Copeland compressor, self-contained, wired for 115-volts. COPPERTONE EXTERIOR. Formica Top; Bag Racks; Regular Wire Shelves. <input type="checkbox"/> Products of the Collateral Are Also Covered.		
<p>TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (A Termination Statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the Termination Statement.)</p> <p>Date <u>December 2</u> 19 <u>87</u> <u>BOOK 514 PAGE 580</u></p> <p>(3) Filing Officer Copy — Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.</p> <p>MID-CONTINENT REFRIGERATOR COMPANY <u>Richard Horwitz</u> Richard Horwitz, (Signature of Secured Party or Assignee) President</p> <p>UCC-1</p>		

526-481

- 482

- 483

#'s not used

Sh. be Land

5-12-88

526-481

- 482

- 483

#'s not used

Sh. be Land

5-12-88

526-481

- 482

- 483

#'s not used

Sh. be Land

5-12-88

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

☐ STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

☒ LOCAL (CLERK OF Anne Arundel)
Maryland

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

File # 185117
Lib/Fol: 470-282

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Concrete Structures of Maryland, Inc.
Patuxent River Rd. at Double Gate Rd.
Davidsonville, Maryland

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (XX) TERMINATION

Name & address of Secured Party

C.I.T. Corporation
Box K-85
Richmond, VA 23288

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50

Date of maturity if less than five years

Proceeds of collateral are covered ☒
Products of collateral are covered ☒

#23-0970 0237 R01 T10#28

Description of collateral covered by original financing statement

RAM 05/12/88

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Concrete Structures of Maryland, Inc.

C.I.T. Corporation

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

By:

By:

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

☐ STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

☒ LOCAL (CLERK OF Anne Arundel
Maryland)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

File #240918
Lib/Fol: 445-200

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Concrete Structures, Inc.
P.O. Box 27192
Richmond, VA 23261

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (X) TERMINATION

Name & address of Secured Party

Eskridge & Long Construction Corporation
P.O. Box 1104
Marion, South Carolina 29571

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50

Date of maturity if less than five years

Proceeds of collateral are covered ☒
Products of collateral are covered ☒

#240918-0237 P01 T10429
RHM 05/12/88

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Concrete Structures, Inc.

Eskridge & Long Construction Corporation

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

By:

By:

10-88

4-26-88
Pres.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 440

Page No. 296

Identification No. 239022

Dated July 28, 1981

1. Debtor(s) { Anne Arundel General Hospital
Name or Names—Print or Type
{ Franklin & Cathedral Sts., Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { General Electric Co. Medical Systems
Name or Names—Print or Type
{ 9700 George Palmer Highway, Lanham, MD 20706
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00

POSTAGE .50

#261100 0237 R01 T10136

RMM 05/12/88

Dated: April 29, 1981General Electric Co.

Name of Secured Party

David H. Jones
Signature of Secured PartySpecialist
Medical Equipment Financing

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

BOOK 526 PAGE 487

272761

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDGE WATER INDUSTRIAL SERVICES INC
Address 234 MAYO RD EDGEWATER MD 21037

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP
Address 225 WEST 34th STREET NEW YORK, N.Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00

#261160 0237 R01 T10139

sh 05/12/88

- 1 CAR-O-LINER MKIV Bench System
- 1 SL-2500 LIFT & POWER PACK
- 4 T-45 WHEEL STANDS
- 1-T-10
- 1-CHAIN & CLAMP PACK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

George Nicholson
(Signature of Debtor)

GEORGE NICHOLSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)

T. BANKS

Type or Print Above Signature on Above Line

272765

BOOK 526 PAGE 488

Anne Arundel Co. Maryland

FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (OR ASSIGNOR) and Address(es) CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061 2040 South Hamilton Road Columbus, Ohio 43232	2. a. SECURED PARTY (OR ASSIGNEE) and Address EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201 2. b. ASSIGNEE OF SECURED PARTY (if any) and Address
---	--

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00

POSTAGE .50

(Cont'd)

#261180 0237 R01 T10F41

M

05/12/88

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: _____

6. This transaction (is) (~~is not~~) exempt from the recordation tax
Principal amount of debt initially incurred is: N/A

7. RETURN TO: Weinberg and Green (KGG)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.

(Type Name)

By:

Robert A. Guirlinger
Vice-President/General Manager

(Type Name and Title of Person Signing)

April 29, 1988

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13.80

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

The Tinicum Motel
A Limited Partnership

BOOK 526 PAGE 490

SCHEDULE B

Finished building components consisting of 142 units:

73 (seventy-three) 2-bed	S/N 3467-3472, 3481-3484, 3493-3504, 3506-3513, 3515-3518, 3520-3523, 3525-3529, 3532-3535, 3537-3540, 3542-3545, 3547-3550, 3552-3555, 3557-3560, 3562-3564, 3566-3568.
13 (thirteen) 1-bed Sofa Eff.	S/N 3473, 3546, 3551, 3556, 3561, 3565, 3569, 3574, 3579, 3584, 3589, 3594, 3599.
12 (twelve) 1-bed Sofa	S/N 3474-3479, 3486-3491
1 (one) Conference Rm.	S/N 3480
6 (six) Linen	S/N 3485, 3514, 3519, 3524, 3536, 3541
1 (one) Reception/Off.	S/N 3492
1 (one) Laundry	S/N 3505
1 (one) Folding	S/N 3611
2 (two) 1-bed B.F.	S/N 3530, 3531
31 (thirty-one) 1-bed	S/N 3570-3573, 3575-3578, 3580-3583, 3585-3588, 3590-3593, 3595-3598, 3600-3606.
1 (one) Manager's Apt.	S/N 3607

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s):

Harvard Home Mortgage, Inc.

Address(es):

140 S. Ritchie Highway
Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank

Address: Department: ACCUPost Office Box 987, Mailstop 500-501Attention: Lisa Edwards

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE

11.00

POSTAGE

.50

#261240 0237 R01 T10:44

05/12/88

Debtor: Harvard Home Mortgage, Inc.

Secured Party: Maryland National Bank

By: Mary Hart, President (Seal)

Type name and title, if any

Gary Hart, President

By: _____ (Seal)

Type name and title, if any

By: Mark T. Blizzard (Seal)

Mark T. Blizzard, Vice President

Type name and title

207-95 REV. 1/86

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

1864008-0000-541

MARYLAND NATIONAL BANK

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Electrical Automation Services, Inc. 1223 Holmewood Dr. Pasadena, Md 21122	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of electrical temp. control subcontract (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (~~is~~) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000

RECORD FEE 11.00

RECORD TAX 175.00

POSTAGE .50

H261310 0237 R01 T10#47

ph 05/12/88

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Electrical Automation Services, Inc. By: [Signature]
(Type Name)

By: Vickie A. Pettie Ross L. Brown, A.V.P.
(Type Name)
Vickie A. Pettie, President

By: _____ March 31 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11-
175.50

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR and Address (Last Name First) Judy's Printing Service, Incorporated 6714 G. Ritchie Highway Glen Burnie, MD 21061	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203 ATTN: Mary Stafford, A.V.P.

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 269114 Date 8-17, 19 87
 Record Reference book 516 page 137-138

6. Item No. 3E of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Additional equipment:

Canon color laser copier, model number D-9331-001
 Canon 35mm film projector, model number F22-2231-000

RECORD FEE 10.00

RECORD TAX 210.00

POSTAGE .50

#261350 0237 R01 T10:51

05/12/88

* The recordation tax is figured on the additional principal amount of \$30,000.00

Dated this 4 day of May, 19 88 *RAM*

DEBTOR:

SECURED PARTY:

Judy's Printing Service, Incorporated

Signet Bank/Maryland

By: Ira A. Shipley, Sr. (Pres)
 (Title)

By: William A. Rowe
 (Title)

Ira Adaire Shipley, Sr., President

William A. Rowe, Assistant Vice President

UCC-9

10
215
50

1050

1244
05/12/88
RECEIVED FEE 10.00
POSTAGE .50
05/12/88 02:37 PM 110:58

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

May 9th 88

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

246680

B. L. (Clerk)

File No. in Office of (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Leroy Taylor
Po Box 1256
Glen Burnie, Md 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party

By Denise Bullis
Its Branch Office Manager

FINANCING STATEMENT
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Mill Creek Builders, Inc. 8272 Maryland Route 3 North Millersville, Maryland 21108	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 11.00

5. This transaction is exempt from the recordation tax. (Md.)

POSTAGE .00

6. Return to: Secured Party (Md.)

8261470 C237 R01 T10*58

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

05/12/88

DEBTOR:

SECURED PARTY:

POSTAGE .50

Mill Creek Builders, Inc.

(Type Name)

THE PARADIES DISTRIBUTING CO.

05/12/88

By:

By: Charles Duvall, President

(SEAL)

By:

By: John J. Murkey Vice President / Treasurer

(Date Signed by Debtor)

19

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

1150

272769

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) United Propane, Inc. T/A Bay Country kitchens & Appliances 26 Kent Towne Market, US Rt. 50 East Kent Island, Maryland 21619	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 12.00

5. This transaction is exempt from the recordation tax. (Md.)

POSTAGE .50

6. Return to: Secured Party (Md.)

#261510 0237 R01 T11:00

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof. 05/12/89

DEBTOR:

United Propane, Inc. T/A
 Bay Country Kitchens & Appliances

SECURED PARTY:

THE ZAMOISKI CO.

(Type Name)
 By: *Robert Pascal* (SEAL)
 Robert Pascal, CHB
 By: _____ (SEAL)

By: *John J. Mulkey*
 John J. Mulkey Vice President/Treasurer
 _____ 19 ____
 (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.
 Under each signature, type or print name of person signing and title, if any.
 MD, VA, DC, PA - Inventory

1280

2727710

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
T & L Carpet Service Inc. 4513 A Mountain Road Pasadena, Maryland 21122	THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00
H261520 C237 R01 T11:0

DEBTOR:

SECURED PARTY:

T & L Carpet Service Inc.

THE ZAMOISKI CO.

(Type Name)

By: Lydia Redin (SEAL)

Lydia Redin, V.Pres.

By: Thomas Redin (SEAL)

Thomas Redin, Pres.

By:

John J. Mulkey

John J. Mulkey, Vice President / Treasurer

(Date Signed by Debtor)

19

INSTRUCTIONS: Sign in ink, type or print other information in ink. Margins are for use of Filing Officer only.

11

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Parkton Floor Inc. 8211 Cloverleaf Drive Millersville, Maryland 21108	The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

RECORD FEE 11.00

#261530 0237 R01 T11:01

sh 05/12/88

Parkton Floor Inc.

(Type Name)

THE ZAMOISKI CO.

David C. Hayes
David C. Hayes, Pres

(SEAL) By:

John S. Mulkey
John S. Mulkey Vice President/
Treasurer

By:

(SEAL)

(Date Signed by Debtor)

12

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa. - Inventory

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) United Propane, Inc. T/A Bay Country Kitchens & Appliances 26 Kent Towne Market, US RT. 50 East Kent Island, Maryland 21619	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 1000 Waterside Avenue Baltimore, Maryland 21230
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 12.00

POSTAGE .50

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

05/12/88

sh

DEBTOR:

United Propane, Inc. T/A
 Bay Country Kitchens & Appliances

SECURED PARTY:**THE PARADIES DISTRIBUTING CO.**

By: (Type Name)
 Robert Pascal, CHB

By: _____ (SEAL)

By: John J. Mulkey
 John J. Mulkey Vice President/Treasurer

 (Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.
 Under each signature, type or print name of person signing and title, if any.
 MD, VA, DC, PA - Inventory

128

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272773

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES R. JONES
Address 1493 Moreland Parkway - ANNAPOLIS, Md. 21401

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc
Address 6300 Crain Highway - UPPER MARLBOROUGH, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1. New Case Model 580K
Tractor Loader w/ Extender
Cab
Serial # JSG0008008

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#260730 0237 R01 T09:59

ph 05/12/88

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214James R. Jones
(Signature of Debtor)JAMES R. JONES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jan R. Weamer Solomon
(Signature of Secured Party)Suit & Wells Eq. Co. Inc
Type or Print Above Signature on Above Line

RECORD FEE 10.00
POSTAGE .50
#260820 C237 R01 T10*07
RAM 05/12/88

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 257138..... in Office of Clerk of Court..... A. H. Co.....
(Filing Office) (County and State)

Debtor or Debtors (name and Address):
William F. Hawkins
901 Chesterfield Rd
Annapolis Md 21401

The said Filing Office, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Herscheid Finances Corp. III
Secured Party
By: William F. Hawkins
Its Branch Office Manager

BOOK 526 PAGE 502

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

TERMINATION STATEMENT

Book 520 Page 544

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING PURSUANT TO THE
UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO
LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE
NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Gina Jordan
GINA JORDAN C.S.P.

DATED: 5-05-88

RECORD FEE 10.00

#260900 0237 R01 T10:04

05/12/88

AM

272774

BOOK 526 PAGE 503

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) SULLIVAN, HERBERT HENRY 104 Kuethe Drive Annapolis, Maryland 21403	2 Secured Party(ies) and Address(es) BALTIMORE MACK TRUCKS, INC. 610 Nursery Road Linthicum, Maryland 21090	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property: (1) 1988 Mack RD690SX VIN# 2M2P199C2JC001914 w/ 1988 Benson 14' Steel Dump Body 88-433 DOCUMENT NOT SUBJECT TO RECORDATION TAX -CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) 110427 Associates Commercial Corp. P.O. Box "A" College Park, Md. 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY 1338931		
Herbert Henry Sullivan By: <u>Herbert Henry Sullivan</u> Signature(s) of Debtor(s)		Baltimore Mack Trucks, Inc. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
Filing Officer Copy — Alphabetical		

133893-1

603469 Rev. 12-80

BOOK 526 PAGE 504

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Hood, James M. Jr. 7912 Allard Ct., Apt 304 Glen Burnie, Md. 21061	2 Secured Party(ies) and Address(es) Beltway International Trucks, Inc. 1800 Sulphur Spring Rd. Baltimore, MD 21227	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #200970 5337 B01 710126
4 This financing statement covers the following types (or items) of property: 1988 International, model 1954, serial # 1HTLDZ3N8JH594680 w/ 10 ft. Snyder dump body, serial #871996PH DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, MD 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: Anne Arundel County 1339236		
James M. Hood Jr. By: <u>James M. Hood Jr.</u> Signature(s) of Debtor(s)		Beltway International Trucks, Inc. By: <u>James L. Smith</u> Signature(s) of Secured Party(ies)
Filing Officer Copy-Alphabetical		

603469 Rev. 12-80

272776

BOOK 526 PAGE 505

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
PAIGE GARY DENNIS 8673 NORWALK HARBOUR PASADENA, MD. 21122	WASHINGTON FREIGHTLINER, INC 201 RITCHIE ROAD CAPITOL HEIGHTS, MD. 20743	RECORD FEE 11.00 POSTAGE .50 #240929 0037 R01 T10:26 05/12/89 Rh
4 This financing statement covers the following types (or items) of property: 1988 FREIGHTLINER FLC 12064 #1FVNYWY99JH323118 1988 R/S DUMP BODY # 87101548 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP P.O. BOX A COLLEGE PARK, MD. 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY 1338929		
PAIGE GARY DENNIS		WASHINGTON FREIGHTLINER, INC.
By: <u>Paige Dennis</u> Signature(s) of Debtor(s)		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)

133892-9

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

272777

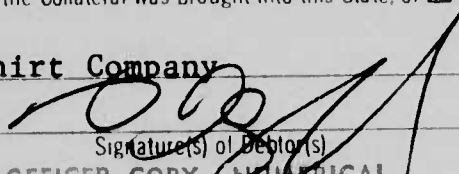
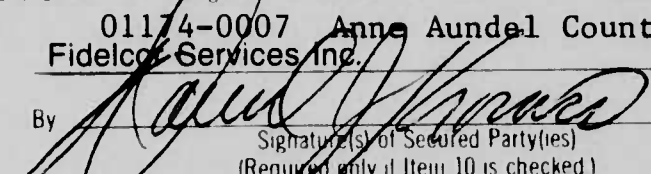
BOOK 526 PAGE 506

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) ROBERT R. GREEN, JR. 10408 GUILFORD ROAD JESSUP, MARYLAND 20794	2 Secured Party(ies) and Address(es) WASHINGTON FREIGHTLINER, INC. 201 RITCHIE ROAD CAPITOL HEIGHTS, MARYLAND 20743	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #240910 0037 R01 710126 133933-7
4 This financing statement covers the following types (or items) of property: 1988 WESTERN STAR 4964-2 SER. #2WLPCCBE5JH921689 1988 R/S DUMP BODY SER. # 87121803 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) ASSOCIATES COMMERCIAL CORP P.O. BOX A COLLEGE PARK, MARYLAND 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: ANNE ARUNDEL COUNTY 1339337		
ROBERT R. GREEN, JR. By: <u>Robert R. Green Jr</u> Signature(s) of Debtor(s)		WASHINGTON FREIGHTLINER, INC By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
603469 Rev. 12-80		

Filing Officer Copy-Alphabetical

272778

BOOK 526 PAGE 507

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) Windsor Shirt Company 550 S. Henderson Road King of Prussia, PA 19406	2 Secured Party(ies) Name(s) and Address(es) Fidelcor Services Inc. 255 Business Center Dr. Suite 250 Horsham, PA 19044	4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 21.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property SEE ATTACHED		6 Assignee(s) of Secured Party and Address(es): 710108 05/12/88 in	
<input type="checkbox"/> Products of the Collateral are also covered.		7 <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s)	
Windsor Shirt Company		01174-0007 Anne Aundel County, MD	
Fidelcor Services Inc.		10L	
By X  Signature(s) of Debtor(s)		By  Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER COPY—NUMERICAL (3/83)		STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania	

5. This Financing Statement covers the following types (or items) of property:

All Equipment on the attached Equipment List and all other Equipment as that term is defined in the applicable Uniform Commercial Code leased or to be leased under that Master Lease dated July 17, 1987, between Lessee and Lessor and all replacements, modifications, attachments, parts and substitutions, including any sublease now or hereafter existing and all proceeds thereof. This financing statement is filed to comply with the notice requirements of the Uniform Commercial Code in the event for any reason, notwithstanding the intent of the parties, it is determined that the lease constitutes a security agreement.

X
WINDSOR SHIRT COMPANY

[Signature]
PRESIDENT

(LESSEE)

[Signature]
FIDELCOR SERVICES INC.

Leasing Officer - Asset Manager

(LESSOR)

FIDELCOR SERVICES INC.

Attachment 1

BOOK 526 PAGE 509

Master Lease Schedule Number 00007 to

Master Lease Agreement Number 01174

or

Master Lease Finance Agreement Number n/a

Location of Equipment: Annapolis Plaza, 150 M Jennifer Road

Annapolis, Anne Arundel County, MD 21401

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
Twenty-two (22)		Reg Back Panel				
Fifteen (15)		Mannequin Back Panel				
Two (2)		Tie Base Back Panel				
Two (2)		Tie Base Back Panel-Door				
Thirty-six (36)		Flat Side Panel				
Four (4)		Sawtooth End Panel				
Ten (10)		Sawtooth Mid Panel				
Twenty-two (22)		Sawtooth Back Mount Cleat				
Twelve (12)		Sawtooth Support				
Twelve (12)		Blank Double Door				
Twelve (12)		Frame Double Door				
Fifteen (15)		Mannequin Panel				
Eleven (11)		Mannequin Top (single)				
Two (2)		Mannequin Top (double)				
Eighteen (18)		Straight Valance 5"				
Five (5)		4' Left Hand Angled Valance 5"				
Three (3)		4' Right Hand Angled Valance 5"				
Three (3)		8' Left Hand Angled Valance 5"				
Thirty-seven (37)		Reg Base				
Two (2)		4' Tie Base				
One (1)		8' Tie Base				
Three (3)		Tie Rod & Flanges				

FIDELCOR SERVICES INC.

(Lessor)

By: 

(Signature)

Leasing Officer - Asset Manager

(Title)

4.18.88

(Date)

Windsor Shirt Company

(Lessee)

By: X 

(Signature)

Paul

(Title)

4/5/88

(Date)

FIDELCOR SERVICES INC.

BOOK 526 PAGE 510

Attachment 1

Master Lease Schedule Number 00007 to
 Master Lease Agreement Number 01174
 or
 Master Lease Finance Agreement Number n/a

Location of Equipment: Annapolis Plaza, 150 M Jennifer Road
Annapolis, Anne Arundel County, MD 21401

Description of Equipment						
Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
One (1)		Cash Wrap-Left Hand Wall				
Two (2)		Add on Slatwall Panel				
Eight (8)		End Cap				
Thirty-seven (37)		Gondola Back				
Seventy-four (74)		Gondola Base				
Thirty-four (34)		Single Gondola End				
Eight (8)		Double End Cap				
One (1)		12' Tie Gondola				
Two (2)		Cube (12x16x26)				
Two (2)		Cube (12x16x32)				
Two (2)		Cube (12x16x38)				
One (1)		Cube (12x16x44)				
One hundred-seventy-two (172)		Reg Shelf (P)				
Fifteen (15)		Mannequin Shelf (P)				
Sixteen (16)		Slatwall Shelf (P)				
Forty-eight (48)		Unfinished Shelf (P)				
Two-hundred-twenty-two (222)		Gondola Shelf (F)				
Four (4)		14" Tie Shelf				
Four (4)		16" Tie Shelf				
Four (4)		18" Tie Shelf				\$47,135.69

FIDELCOR SERVICES INC.
 (Lessor)

By: _____

(Signature)

Leasing Officer - Asset Manager

(Title)

4.18.88

(Date)

Windsor Shirt Company

(Lessee)

By: _____

(Signature)

Pres

(Title)

4/5/88

(Date)

FIDELCOR SERVICES INC.

Attachment 1

BOOK 526 PAGE 511

Master Lease Schedule Number 00007 to
Master Lease Agreement Number 01174
or
Master Lease Finance Agreement Number n/a

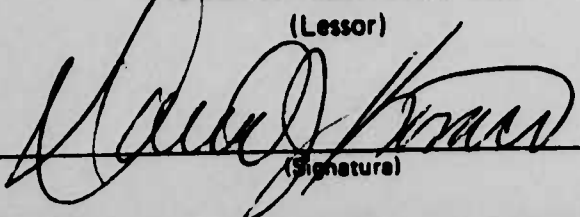
Location of Equipment: Annapolis Plaza, 150 M Jennifer Road
Annapolis, Anne Arundel County, MD 21401

Description of Equipment

Supplier	Manufacturer	Model of Equipment	Number of Units	Serial Numbers	Location (If different from above, give address)	Lessor's Cost
One (1)	DTS 521	Master Register, S/N				\$6,480.00
One (1)	DTS 521	Satellite Register, S/N				4,936.50
Above Equipment to include all attachments & accessories.						
TOTAL:						\$58,552.19

FIDELCOR SERVICES INC.

(Lessor)

By: 
(Signature)

Leasing Officer - Asset Manager

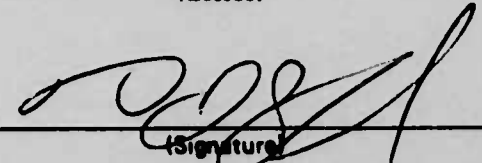
(Title)

4-18-88

(Date)

Windsor Shirt Company

(Lessee)

By: 
(Signature)

Pres

(Title)

4/5/88

(Date)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) JOHNSON CHRISTOPHER 4101 A. SHOREHAM BEAC EDGEWATER MD 21037 212783125 AB	2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, OH
--	--

3. MATURITY DATE
(If Any): 09 OCT 96
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 478-395-254155

Filed with ANNE ARUNDEL MD

Date Filed 09 OCT 84

5. ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO:

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

05/12/89

RAM

Number of Additional Sheets Presented:

03 MAY 88

DEERE CREDIT SERVICES INC.

By:

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By:

Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Gunther's Leasing Transport, Inc. 8350 Capel Drive Pasadena, Md. 21122	Warner Fruehauf Trailer Co., Inc. Bush & Hamburg Sts. Baltimore, Md. 21230	RECORD FEE 11.00 POSTAGE .50 #560950 C237 R01 T10427 05/17/89
4 This financing statement covers the following types (or items) of property: SEE ATTACHED SCHEDULE A DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACTSIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, Md. 20740
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: Anne Arundel County 11/4922/1		
Gunther's Leasing Transport, Inc.		Warner Fruehauf Trailer Co., Inc.
By: <u>Mark H. H.</u> Signature(s) of Debtor(s)	By: <u>Mark W. Cavanagh</u> Signature(s) of Secured Party(ies)	

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

SCHEDULE A

Page 1 of 1 pages

Attached to and made a part of a(n) Security Agreement dated 2/24/88
(Name of document, such as Security Agreement)

between Warner Fruehauf Trailer Co., Inc.

and Gunther's Leasing Transport, Inc.

(Describe property fully including year if appropriate, make, model, kind of unit, serial number and any other pertinent information)

Ten (10) m. A.

~~Eleven (11)~~ new 1988 Fruehauf vans, model FB9-F2-48W, serial #s

1H2V04829JH030403	1H2V04826JH030410
1H2V04820JH030404	1H2V04828JH030411
1H2V04826JH030407	1H2V0482XJH030412
1H2V04828JH030408	1H2V04821JH030413
1H2V0482XJH030409	1H2V04823JH030414

Four (4) new 1988 Fruehauf vans, model FB9-F2-48W, with roller bed systems. Roller bed systems manufactured by Advanced Handling Systems, model #AQ-1, single lift, air rollerized systems, kit #HA-70430.

1H2V04825JH030401	1H2V04822JH030405
1H2V04827JH030402	1H2V04824JH030406

Three (3) new 1988 Fruehauf vans, model FB9-T2-48W with air ride suspensions, serial #s

1H2V04822JH031201
1H2V04824JH031202
1H2V04826JH031203

BOOK 526 PAGE 515

272780

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Petix, Rachelle (Huhra) (an Individual) Village Square, Apt. 2B 8002 Donna Ct. Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Xscribe Corporation 6160 Cornerstone Court East San Diego, CA 92121	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50
4. This financing statement covers the following types (or items) of property: 1 Mikron TS system package 3630, 248491 1 dictionary creation kit 19664 1 NEC P6 printer 14734 Maryland Recordation tax is not required. (Conditional sales agreement)		5. Assignee(s) of Secured Party and Address(es) U S WEST Financial Services, Inc. 11600 College Blvd., Ste. 200 P.O. Box 12746 Overland Park, KS 66212
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: -
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Rachelle (Huhra) Petix Rachelle Huhra Petix (AN INDIVIDUAL) By: <u>Rachelle Huhra Petix</u> Signature(s) of Debtor(s)		Xscribe Corporation Trudy Allsup By: <u>Trudy Allsup</u> Signature(s) of Secured Party(ies) Regional Sales :Operations Adm Title
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use In Most States)

272781

BOOK 526 PAGE 516

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Reds Dove, Inc. 2729 Solomons Island Road Edgewater, MD 21037 M-32858-1	(2) Secured Party(ies) (Name(s) And Address(es): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD 21237	RECORD FEE 11.00 POSTAGE .50 #261330 0237 R01 T10:50 05/12/88 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #963LGP Track Loader
S/N 21Z01848

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

Anne Arundel County

X Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Reds Dove, Inc.
Dorothy S. Karr, Sec. - Treas.

(By) *Dorothy S. Karr*
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy - Numerical

11/8

Secured Party(ies) [or Assignees]
Alban Tractor Co. Inc.
(By) *Mark A. Williams*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

272762

BOOK 526 PAGE 517

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Reds Dove, Inc. 2729 Solomons Island Road Edgewater, MD 21037 M-32746 -1	(2) Secured Party(ies) (Name(s) And Address(es): ALBAN TRACTOR CO INC P. O. BOX 9595 BALTIMORE, MD 21207	RECORD FEE 11.00 POSTAGE .50 #261340 0237 R01 710150 05/12/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Used Caterpillar Model #963LGP Track Type Loader S/N 21Z00328		For Filing Officer
"NOT SUBJECT TO RECORDATION TAX" M. SUTTLE		
Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Reds Dove, Inc Dorothy S. Karr - Sec. - Treasurer (By) <i>Dorothy S. Karr</i> Standard Form Approved by N.C. Sec. of State and other states shown above.		Secured Party(ies) [or Assignees] Alban Tractor Co Inc (By) <i>Alban Tractor Co Inc</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
(1) Filing Officer Copy - Numerical 118		UCC-1

272753

BOOK 526 PAGE 518

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

Colleen Monteith Johnson
PO Box 332
3754 Patuxent River Rd.
Davidsonville, MD 21035

The ServiceMaster Company L.P.
Residential & Comm'l Services
2300 Warrenville Rd. 88153
Downers Grove, IL 60515

RECORD FEE 11.00
POSTAGE .50

1. This financing statement covers the following types (or items) of property.

"Carpet, floor, wall and furniture cleaning equipment, tools, chemicals and supplies including electric floor machines, vacuum cleaners and water extraction equipment."

ASSIGNEE OF SECURED PARTY

09/12/88

AH

THE SERVICEMASTER COMPANY L.P.

E.L. Olsen

E.L. Olsen, Vice President

2. ☐ Products of Collateral are also covered.

☐ Additional sheets presented.

☒ Filed with Office of Secretary of State of ~~XXXX~~ Maryland

☐ Debtor is a transmitting utility as defined in UCC §9-105.

By *Colleen Monteith Johnson*
Signature of (Debtor) (Secured Party)*
Spouse

*Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy-Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1—REV. 8-75

272731

BOOK 526 PAGE 519

This FINANCING STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial CodeNo. of Additional
Sheets Presented3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

JONES SHIRLEY MURDOCK

5370 DERLE-CHURCHTON RD
CHURCHTON MD 20733

2 Secured Party(ies) Name(s) and Address(es)

CHESAPEAKE MOBILE HOMES, INC.
P.O. BOX 288
MILLERSVILLE, MD 21108

4 For Filing Officer (Date, Time, No. Filing Office)

RECORD FEE 11.00

POSTAGE .50

5 This Financing Statement covers the following types (or items) of property

1988 BRIGADIER
SERIAL # 40357ABKNOX 24 X 48
AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT☒ Products of the Collateral are also covered

8 Describe Real Estate Here:

A stone standing on the west side leading to
Sudley to Churchton s 86 degrees 45 min west
perches to a post.☒ This statement is to be indexed in
the Real Estate Records9 Name of
a Record
Owner1282/100
Raymond R. Murdock7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like
(including oil and gas) is on.*
*(Describe Real Estate in Item 8)#241150 527 591 710 197
GREEN TREE ACCEPTANCE INC.2200 OPITZ BOULEVARD SUITE 245
WOODBRIDGE, VA 22194

No. & Street 5370 Derle-Churchton Rd Churchton Anne Arundel

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction.
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

JONES SHIRLEY MURDOCK

By

Shirley Murdock Jones

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

272785

BOOK 526 PAGE 520

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Mr. & Mrs. Thomas Boynton 703 Appomattox Road Davidsonville, MD 21035	2. Secured Party(ies) and address(es) CULLIGAN MCNEW & BOUCHAL 3119 SOLOMONS ISLAND RD EDGEWATER, MD, 21037	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #261600 0237 R01 711:05 05/12/88
4. This financing statement covers the following types (or items) of property: 703 Appomattox Road Davidsonville, MD 21035 CULLIGAN WASTE FILTER CONDITIONAL SALES CONTRACT, NOT SUBJECT TO TAX.		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FINANCIAL SERVICES 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL CRT HOUSE

X By: Melinda G Boynton MELINDA G BOYNTON
X By: Thomas B Boynton THOMAS B BOYNTON
By: M.E. Norman M.E. NORMAN

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT

272786

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:NOT SUBJECT TO
RECORDATION TAX *

- (a) the Maryland State Department
of Assessments and Taxation
(b) Carroll County, Maryland
(c) Anne Arundel County, Maryland
AND THE LAND RECORDS OF
CARROLL COUNTY, MARYLAND

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

- | | |
|---|---|
| 1. NAME AND ADDRESS
OF DEBTOR | L & E ASSOCIATES
c/o Lowell R. Glazer
7779 New York Lane
Glen Burnie, Maryland 21061 |
| 2. NAME AND ADDRESS
OF SECURED PARTY | EASTERN SAVINGS BANK, fsb
Executive Plaza II
Suite 200
11350 McCormick Road
Hunt Valley, Maryland 21030
Attention: Mr. Richard M.
Kovens,
Senior Vice
President |

3. This Financing Statement covers the following
types (or items) of property:

(a) The interest of the Debtor in all
building materials, fixtures, equipment and tangible
personal property of every kind and nature whatsoever
now or hereafter located or contained in or upon or
attached to, the real property located in Carroll
County, Maryland, and more particularly described in
Exhibit A attached hereto and made a part hereof, and
the improvements thereon (such real property and
improvements being herein referred to as the "Real
Property"), or any part thereof, and used or useable in
connection with any present or future use or operations
of the Real Property, or any part thereof, whether now
owned or hereafter acquired by the Debtor or others,
together with any and all alterations, additions,
accessions and improvements thereto, substitutions
therefor, and renewals and replacements thereof
(collectively, the "Equipment Collateral"), and all
Proceeds (hereinafter defined) thereof. The Real

RECORD FEE
POSTAGE

38.00
.50

*Recordation tax assessed on Deed of Trust have been paid to the Clerk of the
Circuit Court for Carroll County, Maryland.

#176080 0237 R02T12:39
05/12/88

Property is also described in a certain Deed of Trust dated April 28, 1988 (the "Closing Date") between the Debtor and Richard M. Kovens and Michael D. Surgen, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder

to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Development Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Date: April ²⁸, 1988

Debtor:
L & E ASSOCIATES
a Maryland general
partnership

Secured Party:
EASTERN SAVINGS BANK, fsb

By: LOWMAR CORPORATION
a Maryland corporation
General Partner

By: Richard M. Kovens
Richard M. Kovens,
Senior Vice President

By: Lowell R. Glazer
Lowell R. Glazer
President

[SIGNATURE CONTINUED ON NEXT PAGE]

Debtor: L & E ASSOCIATES

By: FAMILY MORTGAGE SERVICE CORPORATION NO. 4
a Maryland corporation
General Partner

By: *R. M. Kovens*
Richard M. Kovens
Vice President

Filing Officer: Return to: Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder &
Redding
9th Floor, Sun Life Building
20 South Charles Street
Baltimore, Maryland 21201

After June 13, 1988, to:

Yaakov S. Neuberger, Esquire
Abramoff, Neuberger, Linder &
Redding
Suite 800
250 West Pratt Street
Baltimore, Maryland 21201

A2232

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

BOOK 526 PAGE 525

April 1, 1988
Revised April 5, 1988
Revised April 6, 1988
Revised April 19, 1988

439 East Main Street
Westminster, MD 21157
(301) 876-2017

DESCRIPTION OF
FUTURE "COLLINS ESTATES"

Description of 23.9889 acre portion of land located on the northeast side of Bartholow Road, in the Fifth (5th) Election District of Carroll County, Maryland.

Beginning for the same at an iron pipe found at the northeastern-most corner of Lot No. 1, as shown on a plat entitled Section One, "Collins Estates", that is recorded among the Land Records of Carroll County in Plat Book 11, Page 40, thence running and binding on the outline of said plat the following ten (10) courses, as now surveyed, and based on the Maryland State Grid System;

- 1) North 70 degrees 35 minutes 24 seconds West, 252.25 feet,
thence;
- 2) North 66 degrees 06 minutes 22 seconds West, 120.00 feet,
thence;
- 3) North 37 degrees 20 minutes 04 seconds West, 87.33 feet,
thence;
- 4) South 52 degrees 39 minutes 56 seconds West, 154.84 feet,
thence;
- 5) South 07 degrees 39 minutes 56 seconds West, 21.21 feet to
the northeast side of Bartholow Road (60 feet wide), thence running with
the said road;
- 6) North 37 degrees 20 minutes 04 seconds West, 80.00 feet,
thence leaving the said road;
- 7) South 82 degrees 20 minutes 04 seconds East, 21.21 feet, thence;
- 8) North 52 degrees 39 minutes 56 seconds East, 185.29 feet,
thence;

ENGINEERS • PLANNERS • SURVEYORS

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

BOOK 526 PAGE 526

April 1, 1988

Page Two

Revised April 5, 1988

Revised April 6, 1988

Revised April 19, 1988

9) North 37 degrees 20 minutes 04 seconds West, 225.00 feet,
thence;

10) North 32 degrees 32 minutes 33 seconds West, 238.18 feet,
thence;

11) North 59 degrees 37 minutes 05 seconds East, 161.25 feet
to an iron pipe found, thence;

12) North 03 degrees 32 minutes 13 seconds East, 194.83 feet
to an iron pipe found, thence running for a line of division now made
through the lands of a conveyance by Thomas B. Kinnamon and Ella May
Kinnamon, his wife, unto Freddy A. Collins and Annie E. Collins, his
wife, by deed dated April 28, 1937, and recorded among the Land Records
of Carroll County in Liber 166, Folio 174;

13) North 71 degrees 02 minutes 46 seconds East, 510.96 feet
to the end of the eighth (8th) line of said Kinnamon unto Collins
conveyance, thence running with the aforesaid conveyance;

14) South 61 degrees 35 minutes 48 seconds East, 399.92 feet
to a stone found at the base of a cherry tree, thence leaving the outline
and running for seven (7) lines of division and lines of possession;

15) South 39 degrees 28 minutes 45 seconds East, 310.22 feet to
a tree now used as a fence corner, thence;

16) South 32 degrees 37 minutes 35 seconds West, 69.01 feet to
a corner post, thence;

17) South 11 degrees 19 minutes 41 seconds East, 147.69 feet to
an iron pipe found at a fence corner, thence;

18) South 27 degrees 00 minutes 20 seconds East, 174.69 feet to

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

April 1, 1988

Page Three

Revised April 5, 1988

Revised April 6, 1988

Revised April 19, 1988

BOOK 526 PAGE 527

a fence post at a bend in a fence line, thence;

19) South 16 degrees 52 minutes 20 seconds East, 125.07 feet
to a fence post, thence;

20) South 07 degrees 54 minutes 53 seconds West, 261.03 feet
to a point on the north side of a stream bank, thence;

21) South 56 degrees 00 minutes 00 seconds East, 17.69 feet,
thence leaving the said lines of division and lines of possession, and
continuing to run with the outline;

22) South 09 degrees 41 minutes 59 seconds West, 15.76 feet,
thence;

23) South 35 degrees 19 minutes 29 seconds West, 142.97 feet to
a corner post found, thence;

24) North 54 degrees 15 minutes 31 seconds West, 258.22 feet
to an iron pipe found, thence;

25) South 32 degrees 21 minutes 54 seconds West, 79.06 feet,
thence;

26) North 62 degrees 26 minutes 33 seconds West, 98.50 feet,
thence;

27) South 27 degrees 37 minutes 46 seconds West, 14.75 feet
to the northeastern corner of "Parcel A" as shown on said Section One
"Collins Estates" plat, thence running with the said plat's outline;

28) North 56 degrees 33 minutes 03 seconds West, 200.00 feet to
the place of beginning.

Containing 23.9889 acres of land more or less.

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

April 1, 1988

Page Four

Revised April 5, 1988

Revised April 6, 1988

Revised April 19, 1988

BOOK 526 PAGE 528

Together with a revertible slope easement for the purpose of construction, maintenance and use by the Grantee herein and any applicable government authorities in relation to a roadway to be dedicated to any such applicable government authority, said revertible slope easement to be located over a portion of Lot Three (3) as shown on a plat entitled "Section One Collins Estates" which plat is recorded among the Plat Book Records of Carroll County, Maryland in Plat Book 11, Folio 40 and more particularly described as follows:

Beginning for the same at the northern most corner of Lot No. 3 as shown on a plat entitled "Section One Collins Estates", recorded among the Land Records of Carroll County in Plat Book 11, Page 40, thence leaving the place of beginning and running with and binding on the south side of a future road (50 feet wide) as shown on said plat;

- 1) South 52 degrees 39 minutes 56 seconds West, 154.84 feet, thence;
- 2) South 07 degrees 39 minutes 56 seconds West, 21.21 feet, to the east side of Bartholow Road, thence with the said Bartholow Road;
- 3) South 37 degrees 20 minutes 04 seconds East, 5.00 feet thence for line of division now made through the said Lot 3;
- 4) North 52 degrees 39 minutes 56 seconds East, 169.84 feet, thence;
- 5) North 37 degrees 20 minutes 04 seconds West, 20.00 feet to the place of beginning.

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

April 1, 1988

Page Five

Revised April 5, 1988

Revised April 6, 1988

Revised April 19, 1988

BOOK 526 PAGE 529

Being a portion of the property conveyed by the following deeds to Freddy A. Collins (aka Freddy Allen Collins) and Annie E. Collins, his wife, (aka Anna Eliza Collins, Annie Eliza Collins, or Anna Elizabeth Collins);

A) From Thomas B. Kinnamon and Ella May Kinnamon, his wife, dated April 28, 1937 and recorded among the Land Records of Carroll County in Liber 166, Folio 174, conveying 57 3/4 acres and 35 square rods of land more or less;

B) From Eben F. Perkins, Administrator, dated April 26, 1939 and recorded among the Land Records of Carroll County in Liber 170, Folio 574, conveying 8 acres of land more or less, saving and excepting 1 acre and 5 perches of land more or less;

C) From James Albert Nelson and Helen Elizabeth Nelson, his wife, dated March 13, 1942 and recorded among the Land Records of Carroll County in Liber 178, Folio 254, conveying 3/4 acre of land more or less;

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

Adelina M. Welch, Esquire
Whiteford, Taylor & Preston
Signet Tower - Suite 1400
Seven Saint Paul Street
Baltimore, Maryland 21202
Our File No.: 03945/00113

To Be Recorded In The Land
Records And In The Financing
Statement Records of Anne Arundel
County, Maryland And In The
Financing Statement Records
Of The State Department of
Assessments and Taxation

This Financing Statement Is
Subject To Recording Tax
Of \$_____ On Principal Sum
Of \$1,250,000.00 Which Tax
Was Paid Upon Recordation Of A
Deed of Trust

FINANCING STATEMENT

1. Debtor:

**CROFTON CONVALESCENT ASSOCIATES
LIMITED PARTNERSHIP**
c/o Crofton Convalescent Center
2131 Davidsonville Road
Crofton, Maryland 21114

2. Secured Party:

THE BANK OF BALTIMORE
Baltimore and Charles Streets
Baltimore, Maryland 21202

Attention: Commercial Real Estate
Department

**3. The Debtor grants to the Secured Party a security interest
in and to, and this Financing Statement covers, the
following:**

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers,

245

AH RECORDED FEE 24.00
POSTAGE .50
0341250 0345 R01 113412
05/12/88

ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

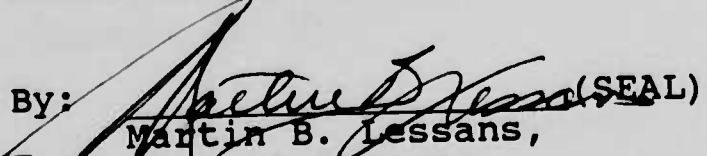
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

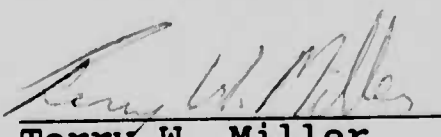
- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the second Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property is to be affixed to the real property described in Exhibit "A" attached hereto, being located in Anne Arundel County, Maryland and described in a Second Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Second Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The record owner of such real property is the Debtor.
5. The proceeds (including insurance proceeds) and products of the collateral are secured, as are future advances and after acquired property, and any substitutes, renewals, replacements, additions and accretions of or to any of the above described collateral.

(SIGNATURES CONTINUED)

DEBTOR:
CROFTON CONVALESCENT ASSOCIATES
LIMITED PARTNERSHIP

SECURED PARTY:
THE BANK OF BALTIMORE

By:  (SEAL)
Martin B. Lessans,
General Partner

By:  (SEAL)
Terry W. Miller,
Assistant Vice President

By:  (SEAL)
Robert Rosenberg,
General Partner

By:  (SEAL)
Paul Martin Rosoff,
General Partner

Date: May 9, 1988

AMW/kag/real estate/GEM2
b of b/crofton II
financing statement



Architects
Engineers
Planners
Surveyors

2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

BOOK 526 PAGE 534

November 18, 1986

EXHIBIT "A"

DESCRIPTION OF LOT 1
CROFTON CONVALESCENT CENTER
SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at point number 1 binding on the northerly right-of-way line for Davidsonville Road (Maryland Route 424); said point being the easterly most corner of Lot 1 as shown on a plat entitled "Plat 2 of 2, Record Plat, of 5.00 ac., Crofton Convalescent Center," and recorded in plat book 69 at plat 3 among the plat records of Anne Arundel County, Maryland; thence with the point of beginning so fixed and binding on the said right-of-way in part as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

- 1) North $34^{\circ} 09' 37''$ West 384.23 feet; thence
- 2) North $34^{\circ} 09' 37''$ West 57.70 feet; thence northeasterly 41.44 feet along the arc of a curve to the right having a radius of 30.00 feet subtended by a chord bearing and distance of
- 3) North $05^{\circ} 25' 19''$ East 38.23 feet; thence binding on the easterly right-of-way line for Reidel Road (60' wide) in part
- 4) North $45^{\circ} 00' 27''$ East 347.96 feet; thence
- 5) North $42^{\circ} 38' 55''$ East 103.15 feet; thence departing said right-of-way line
- 6) South $34^{\circ} 08' 10''$ East 471.09 feet; thence
- 7) South $45^{\circ} 00' 27''$ West 474.81 feet to the point and place of beginning.

BEING all of Lot 1 as shown on a plat entitled "Plat 2 of 2, Record Plat, of 5.00 Ac., Crofton Convalescent Center," and recorded among the plat records of Anne Arundel County, Maryland in plat book 69 at plat 3.

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA

Gaithersburg, MD
Landover, MD
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:

GREGORY L. HAUGHT, STEPHEN B. HAUGHT, DARLENE HAUGHT, FLORENCE P. HAUGHT AND ELIZABETH HAUGHT

2. The name and address of the Secured Party (or Assignee) is:

FIRST VIRGINIA COMMERCIAL CORPORATION
6400 Arlington Boulevard, Falls Church, Virginia

3. The maturity date of the obligation (if any) is: May 1, 1991

4. This Financing Statement covers the following types (or items) of property: (Describe)

All goods, furniture, fixtures, appliances, equipment and other personal property located on real property known as 21,437 sq. ft. of land and improvements located at 1319 Forest Drive; and Lot No. 39, Plat 3, Section 1, Bay Country, Sixth and Eighth Districts, respectively, Anne Arundel County, MD, No. 271 Greenridge Drive.

5. Check the lines which apply if any, and supply the information indicated:

☐ (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

☐ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ 217,000.00

Debtor(s):

GREGORY L. HAUGHT

STEPHEN B. HAUGHT

DARLENE HAUGHT

FLORENCE P. HAUGHT

ELIZABETH HAUGHT

Please return to the
All Inform

Secured Party:

FIRST VIRGINIA COMMERCIAL
CORPORATION

By

(AUTHORIZED SIGNATURE)

Michael P. Nester, Asst. Vice Pres

(TYPE NAME AND TITLE)

MEZGER, MULY AND YATEMAN
ATTORNEYS AND COUNSELLORS AT LAW
ARUNDEL FEDERAL BUILDING - SUITE 200
655 CRAIN HIGHWAY, S.E.
GLEN BURNIE, MARYLAND 21061

RECORD FEE

15.00

POSTAGE

.50

#115890 DUES R03 T15:30

05/12/88

1500

272789

BOOK 526 PAGE 536

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Charter Financial, Inc.
One Rockefeller Plaza
New York, NY 10020
(#1243-01)

2. Secured Party(ies) and address(es)

Soglease Corporation
50 Rockefeller Plaza
New York, New York 10020

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Various equipment as more fully described on Schedule
"A" annexed hereto and made a part hereof and an
assignment of all monies due under Rental Schedule No. 1
dated 7/30/87 to Lease dated 7/27/87 by and between
debtor as secured party and B. Dalton Company, as
debtor.

5. Assignee(s) of Secured Party and
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel Cty
MD

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered. No. of additional Sheets presented: *23***CHARTER FINANCIAL, INC.**By: *Denise Dudley*
Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

SOGLEASE CORPORATIONBy: *Amelia Vior Adm off*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

PAGE 1 OF 23

LEASE # 1243-01

DATED: 7/27/87

BOOK 526 PAGE 537

SCHEDULE "A"

BY: DARLING STORE FIXTURES

Ten (10) #87 1011 6 Book Shelf

EQUIPMENT LOCATED:

B. Dalton Bookseller #193
2362 Plymouth Mtg. Hall 193
500 Germantown Pike
Plymouth Meeting, PA 19462

BY: STORE KRAFT MANUFACTURING CO.

One (1) BD-4005-01BI Gondola book Disp 27x72 7/8x69

B. Dalton Book. #238
Southland Center (I-5)
23000 Eureka Road
Taylor, MI 48180

BY: INTERIOR RESOURCES GROUP

One (1) Manager's Chair #1010BK-FS
One (1) Black/Walnut Desk
One (1) Two Drawer legal file
One (1) 4 Drawer legal file

B. Dalton Bookseller #241
Trolley Sq. Space D-125
20 Trolley Square
Salt Lake City, UT 84102

BY: GLYNCO PLASTICS, INC.

Thirty (30) Single stem gondola signholders
(35) Beige Cornice signholders

B. Dalton #244
277 Metro North Mall
400 Northwest Barry Road
Kansas City, MO 64155

BY: CENTRAL SALES PROMOTIONS, INC.

(40) Dal 11x7 Spec Endcap holders

B. Dalton Bookseller #459
1202 Willowbrook Mall
Wayne, NJ 07470

BY: GLYNCO PLASTICS, INC.

Five (5) 8" Acrylic shelves
Two (2) 21" Acrylic shelves
(24) double stem gondola signholders beige
Six (6) Hanging poster holders P/N 15584
Five (5) Table up signholders P/N 15682

B. Dalton Leased Dept. #627
Highbee's 5th floor
Cleveland, OH

BY: MERCHANDISING FIXTURES, INC.

Eleven (11) Gondola
Two (2) S-2 step
Four (4) #S-3 step
One (1) C-5 Cart
Sixteen (16) C-96 trip.strips
Seven (7) #T-3 Econotable

B. Dalton #645
Higbees concourse level
Cleveland terminal tower complex
Cleveland, OH 44113

BY: GLYNCO PLASTICS, INC.

(32) Double stem gondola signholder
Six (6) Hanging Poster holders P/N 15584
Seven (7) Table up signholders P/N 15682
Five (5) 8" acrylic shelves
Five (5) 21" acrylic shelves

LESSEE:

B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

BOOK 526 PAGE 538

PAGE 2 OF 23

LEASE # 1243.01

DATED: 7/27/87

LESSOR:

CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: STORE KRAFT MANUFACTURING

Three (3) Gondola, book disp. 27x36 7/8x69
Seven (7) Gondola, Book disp. 27x72 7/8x69
Two (2) Cashwrap Reg. units 24x24 1/16x38
#BD-1000-01PB
One (1) Cashwrap, service unit 24x24 1/16x38 #BD1022-01PB
One (1) S/C Corner w/24" dispense 24 1/8x24 1/8x38 1/16
One (1) Showcase, 24 dispenser 24 1/8x24 1/8x 38 1/16
One (1) Wrap, center work storage 24x24 1/16x38
One (1) Wrap, Center Workfile 24x24 1/16x38
One (1) Filler, triangular slatwall 24x24x38
One (1) Gondola, lighted magazine 24x72 3/4 x69
Seven (7) Table, economy 24x24x33
One (1) Stand
One (1) Top, filler PNL work 3x12x24

B. Dalton Bookseller #943
Stratford Square
818 Stratford Square
Bloomington, IL 60108

BY: AJ&M ASSOCIATES

One (1) 16SV 16" Impulse bar sealer Kit
One (1) 15" x75-G x 2,000 film roll

B. Dalton Software #943
Stratford Square
818 Stratford Square
Bloomington, IL 60108

BY: GLYNCO PLASTICS, INC.

Four (4) Software display stands
(12) boxes 8" acrylic shelves
Three (3) boxes 21" acrylic shelves
(20) Boxes 21" thermobend shelves
Three (3) FS-2 peg hooks
Two (2) FS-114 peg hooks
Two (2) FS-116 peg hooks
Two (2) Feature display sign holders
Four (4) Trapezoid display cubes
One (1) Computer usage sign package
One (1) Software etc. logo sign

B. Dalton Software #937
Hunt Valley Mall, 256
118 Shawan Road
Cockeyville, MD 21030

BY: FIT-ALL PRICING CORP.

(50) Glass shelf 1.5 insertholders

BY: GLYNCO PLASTICS, INC.

(27) Cornice sign holders port

BY: MERCHANDISING FIXTURES, INC.

Four (4) Feature display step
Four (4) Desk units
One (1) Trolley unit
One (1) File Unit

BY: FIT-ALL PRICING CORP.

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

PAGE 3 OF 23

LEASE # 1243-01

DATED: 7/27/87

BOOK 526 PAGE 539

SCHEDULE "A"

BY: GARY SAFE COMPANY

One (1) S309-887 Special locker

EQUIPMENT LOCATED:

B. Dalton Softwrae #937
Hunt Valley Mall-Space 256
118 Shawan Road
Cockeysville, MD 21030

BY: AJ&M ASSOCIATES

One (1) #16SV 16" impulse bar sealer
One (1) 15/75-R 15"x75-G x2000 shrink film

BY: STORE KRAFT MANUFACTURING

One (1) Gondola, book disp. 27x36 7/8x69
Four (4) Gondola book display 27x72 7/8x 69
Three (3) Gondola book display 27 x 48 7/8x69
Three (3) Gondola, book display 27x72 7/8x69
Two (2) Unit, cashwrap 24x24 1/16x38
One (1) Filler, wrap well filler 23 5/32x22 3/8
One (1) Cashwrap, service unit 24x24 1/16x38
Two (2) Wrap center work storage 24x24 1/16x38
Two (2) Wrap center workfile
Two (2) Filler, corner cashwrap 24x24x38
Two (2) Shelf, adj. corner cash wrap 3/4x14 9/32x28 3/8
One (1) Trim, 45 plex corner guard 1 1/8x1 1/8x 34
One (1) Gondola, lighted magazine 24x72 3/4x 69
Seven (7) Table, economy 24x24x33
One (1) Stand

BY: UNISTRUT CORPORATION

One (1) Space frame kit

BY: MERCHANDISING FIXTURES, INC.

One (1) Calendar display base
Two (2) Plastic calendar display

B. Dalton 930
105 Corte Madera Tow Ctr.
Corte Madera, CA 94925

BY: GLYNCO PLASTICS

One (1) Audio/Video Accessory kit
Four (4) Boxes 8" acrylic shelves
Five (5) Boxes 21".acrylic shelves
Six (6) Boxes 21" thermobend shelves
Three (3) Boxes feature display sign holders
One (1) Magazine sign two port letters
Three (3) 30 degree shelf displays
Four (4) Permanent dump & sign
One (1) B. Dalton logo sign
One (1) Bestseller sign pkg.
One (1) Permanent rack header package
One (1) Acrylic slatwall sign holders 22x28
(44) Cornice sign holders beige

LESSEE:

B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 4 OF 23

LEASE # 1243-01

BOOK 526 PAGE 540 DATED: 7/27/87

LESSOR:

CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: DARLING STORE FIXTURES

Four (4) Wall Corner Bracket
(70) Adjustable shelf
(600) Book shelf
(40) E.D. Book shelf
Ten (10) Book shelf
Two (2) Book rack

B. Dalton Software #930
105 Corte Madera Town Ctr.
Corte Madera, CA 94925

BY: COLUMBUS SHOW CASE CO.

One (1) 30x72 receiving table

BY: GLYNCO PLASTICS, INC.

One (1) B. Dalton Logo sign 20x48x1/2

B. Dalton Bookseller #193
2362 Plymouth Meeting Mall
500 Germantown Pike
Plymouth Meeting, PA 19462

BY: LOZIER STORE FIXTURES

Three (3) Storage shelvuprite assy 12x84
Two (2) Back Assembly
(14) Storage shelf, standard duty 36x12
One (1) Utility drawer w/lock
Three (3) Storage shelving uprite assembly 24x36
One (1) Storage shelf desk top 74x36

B. Dalton Software #938
103 Fifth Avenue
New York, NY 10003

BY: HAGEN OFFICE EQUIPMENT

One (1) #HWA-IIe Apple IIe CPU #E707688
Two (2) 5.25 disk drive
One (1) 5.25 disk dr. accessory kit IIe
One (1) Color monitor IIe
One (1) Super serial card
One (1) Imagewriter II printer

BY: STORE KRAFT MANUFACTURING

One (1) Gondola, Book display 27x36 7/8x69
Six (6) Gondola book display 27x72 7/8x 69
Two (2) Unit, cashwrap reg:
One (1) Cash wrap service unit 24x24 1/16x38
Two (2) Wrap center work storage 24x24 1/16x38
One (1) Filler, cash wrap 23 1/2x24x38
One (1) Top filler panel work 3x12x24
One (1) Gondola lighted magazine 24x72 3/4x69
Six (6) Table economy 24x24x33
One (1) Stand

BY: MERCHANDISING FIXTURES, INC.

One (1) Feature step

B. Dalton Bookseller 925
Jacksonville Landing

LESSEE:

B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LESSOR:

CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 541

PAGE 5 OF 23

LEASE # 1243-01

DATED: 7/27/87

SCHEDULE "A"

BY: COLUMBUS SHOW CASE COMPANY

(700)	64x36 metal shelf assembly
(40)	64x48 metal shelf assembly
(80)	64x26 44 adjustable shelf
(36)	64x36 rein bottom wall shelf
(18)	106-1 2 top & bottom channel
(18)	106-1 2 top & bottom channel
(22)	W-36 10' wall unit assembly
(12)	W-36S 10 wall unit assembly
Two (2)	W-90 corner filler assembly 120"
Two (2)	Stationary corn bracket
Eight (8)	W-26/44 adjustable wall unit 120"
Three (3)	W-1R end panel assembly 120"
Three (3)	W-1L end panel assembly 120"
(14)	BD Cornice board WA14-6
Three (3)	W-8RR corner assembly
Three (3)	W-8 Corner assembly
(14)	Putnam 120 track section 83402
Eight (8)	Ladder rail end cap
Five (5)	Rolling ladder w/9" top shelf

BY: GLYNCO PLASTICS, INC.

(11)	Boxes 8" acrylic shelves
Four (4)	Boxes 21" acrylic shelves
Two (2)	Boxes 21" thermobend shelves
Two (2)	Boxes feature display sign holders
One (1)	Magazines sign two piece port
One (1)	Audio/video gondola accessories package
Three (3)	30 degree shelf display packages
Two (2)	Calendar waterfall fixtures
Four (4)	Permanent dump & sign
One (1)	B. Dalton logo sign
One (1)	Customer Service sign
One (1)	Bestseller sign package
One (1)	Permanet rack header package
One (1)	Acrylic slatwall sign holder 22x28

BY: MERCHANDISING FIXTURES, INC.

Two (2)	Display step
One (1)	Information desk

BY: STORE KRAFT MANUFACTURING

	Gondola, book display 27x36 7/8x69
	display 27x48 7/8x69
	7/8x69

EQUIPMENT LOCATED:
B. Dalton Bookseller #925
Jacksonville Landing
1/2 Independence Dr., Ste 106
Jacksonville, FL 32202

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 6 OF 23

LEASE # 1243-01

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 542

SCHEDULE "A"

BY: STORE KRAFT MANUFACTURING-continued

One (1) BD CART cashwrap 18x36x38
One (1) Stand, microfiche 12x13x5
Two (2) Displayer, upper tier magazine 14 9/16x72x
17 7/8
Two (2) Displayer, middle tier magazine 14 9/16x72x17 7/8
Two (2) BD Displayer lower tier magazine 9 7/8x72/15 3/4
Two (2) Displayer base magazine 23x72x8 1/2
Two (2) Display back panel magazine 1 1/2x72x60 1/2

EQUIPMENT LOCATED:

B. Dalton Book. #925
Jacksonville landing
2 Independent Dr. #106
Jacksonville, FL 32202

BY: DARLING STORE FIXTURES

Two (2) Book Rack

B. Dalton Bookseller No. 928
Hamilton Mall Space T-242
100 Blackhorse pike
Mays Landing, NJ 08330

One (1) Corner wall section

BY: GLYNCO PLASTICS, INC.

(12) Boxes 8" acrylic shelves
Five (5) Boxes 21" acrylic shelves
(12) Boxes 21" thermobend shelves
(12) boxes feature display signholders
One (1) Magazine sign port two pcs.
(3) 30 degree shelf displays
Four (4) Permanent dump & sign
One (1) b. Dalton Logo sign port
One (1) Bestseller sign package
One (1) Permanent rack header package
One (1) Acrylic slatwall sign holder 22x28
One (1) Audio/video accessories kit
(37) Cornice sign holders beige
Two (2) Display step 3'
Ten (10) Economy table 3x3
Two (2) Table top display
Four (4) Cashwrap register unit
Four (4) Cashwrap service unit
Four (4) Cashwrap merchandise unit
One (1) Receiving cart
One (1) Microfiche stand
Three (3) Magazine display fixture
One (1) Calendar display base

BY: GARY SAFE COMPANY

One (1) Special Locker #ASL-171705

AND ALL ADDITIONAL

PAGE 7 OF 23

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 543

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: STORE KRAFT MANUFACTURING

Six (6) Gondola book display 27x36 7/8x69
One (1) Gondola book display 27x36 7/8x69
Two (2) Gondola book display 27x72 7/8x69
Nine (9) Gondola book display 27x72 7/8x69

B. Dalton Bookseller #928
Hamilton Mall, T242
100 Blackhorse Pike
Mays Landing, NJ 08330

BY: HAGEN OFFICE EQUIPMENT, INC.

Two (2) apple IIe CPU S/N E7075GD, E707693
Four (4) 5.25 disk drive S/N KEG6827, KE80472
KEH5830, KEH5829
Two (2) 5.25 disk drive accessory kit IIe
Two (2) Super serial card
Two (2) Imagewriter II printer S/N 872417,
0871905
Two (2) Color Monitor IIe S/N T032172, T036379

B. Dalton Bookseller #943
818 Stratford Square
Bloomington, IL 60108

BY: GLYNCO PLASTICS, INC.

Two (2) Plexiglass shelves 64x33 1/2
One (1) Educational software sign
Two (2) Boxes Gondola sign holders beige
(30) Cornice sign holders port
One (1) Hanging magazine sign
Four (4) Software display stand 9x10 1/2
(12) Boxes 8" acrylic shelves
Three (3) Boxes 21" acrylic shelves
Four (4) Boxes 21" thermobend shelves
Three (3) Boxes FS-2 Peg Hooks
Two (2) Boxes FS-114 peg hooks
Two (2) Boxes FS-116 peg hooks
One (1) 1 1/2 x 35 subcat. signholders
One (1) Computer usage sign package
Two (2) Software ETC logo signs one sided

BY: COLUMBUS SHOW CASE COPANY

(420) 64x36 metal shelf assembly
(28) 64 x36 reinforced bottom wallshelf
One (1) W-1L end panel assembly 120"
Nine (9) BD Cornice board 10'
One (1) W-8RR Corn assy.
Two (2) W-8 RR corner assembly
(12) Putnam 120 track section 83402
Eight (8) Ladder rail end cap
Three (3) Rolling ladder w/9" top shelf
Two (2) Board special end panel
(12) 106 1/2 top & bottom channel
(17) w-36 10' wall unit assembly
Nine (9) W-36S 10 wall unit
Ten (10) Stationary corner bracket
One (1) PW 30x72 receiving table
One (1) W-IR End panel assembly 120"

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 8 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 544

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: STORE KRAFT MANUFACTURING
One (1) Wrap Center workfile 24x24 1/16/38

BY: AJ&M ASSOCIATES
One (1) 16" Impulse bar sealer
One (1) 15"x75-Gx2000' shrink film

BY: GARY SAFE COMPANY
One (1) Special Locker #ASL-171707

BY: FIT-ALL PRICING CORP.
(50) Glass shelf 1.5 insert holder

BY: GENERAL OFFICE PRODUCTS COMPANY
Five (4) Viking chairs Model #4000, adjustable

BY: HAGEN OFFICE EQUIPMENT, INC.
Two (2) Apple IIe CPU
Two (2) 5.25 Disk Drive
Two (2) Color Monitor IIc
One (1) Super Serial Card
One (1) Imagewriter II printer

BY: GLYNCO PLASTICS, INC.
Twenty (20) 11x7 C.S.P.I. #21-0224 sign holders

BY: DARLING STORE FIXTURES
Two (2) RH end panel
Two (2) LH end panel
(11) Recliner channel set
Seven (7) Ladder rail howe
Six (6) End cap
Three (3) Rolling ladder
(11) 36 Wall section
Seven (7) Divider panel
One (1) Corner filler
Three (3) Adjustable wall section
Seven (7) W-8 Cornice
Three (3) 10' corn w/return-rt
Three (3) 10' corn. w/return-lt
(30) Adjustable shelf
(325) Book shelf
(20) H D Book shelf
Two (2) 30x120x3/4 end panel
Two (2) Hardware set
Two (2) 36" wall section
Two (2) Corner bracket

B. Dalton Software #940
Gwinnett Place
2100 Pleasant Hill Road
Duluth, GA 30136

"

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"

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"

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 545

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.
Two (2) Econo tables

B. Dalton #921
1774 Green oaks Road
Ft. Worth, TX 76116

BY: MERCHANDISING FIXTURES, INC.
Four (4) Beige w/bolts & anchors steel post

B. Dalton 110
Washington Square
9720 SW Wash. Square Road
Portland, OR 97223

BY: THE STORE KRAFT MANUFACTURING
One (1) Gondola book display 27x36-7/8x69

B. Dalton Book #945
Prestonwood Town Ctr.
5301 Belt Line Road, 2183
Dallas, TX 75240

BY: GLYNCO PLASTICS, INC.
Four (4) Port Cornice signholders

BY: FIT-ALL PRICING CORP.
(400) Modling 35" for 3/4" shelf

B. Dalton Leased Dept. #645
Higbee's Concourse Level
Cleveland Terminal Tower Comp.
Cleveland, OH 44113

BY: DARLING STORE FIXTURES
Three (3) RH End panel
Two (2) LH End Panel
(13) Recliner channel set
(20) 36 Wall section
One (1) Corner filler
(11) Adjustable wall section
(60) Adjustable shelf
(400) Book shelf
(20) H D Book shelf
(36) Corn Bracket
Two (2) Adjustable back panel

BY: NASHVILLE DISPLAY CO.
Four (4) Five pocket pegboard unit

BY: DARLING STORE FIXTURES
One (1) LH End Panel

B Dalton Leased #651
Higbee's at Westgate
3390 Westgate Mall
Fairview Park, OH 44126
B. Dalton Bookseller #929
Briarcliff Mall SP F-2
10177 N. King Hwy.
Myrtle Beach, SC 29577

BY: COLUMBUS SHOW CASE CO.
One (1) PW 30x72 receiving table

BY: DARLING STORE FIXTURES
Two (2) Book Rack
Six (6) Top Pan
One (1) Adjustable top panel

AND ALL OTHERS

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 10 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 546

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: DARLING STORE FIXTURES

Three (3) RH End Panel
Three (3) LH End Panel
(13) Retainer chanel set
(12) Cornice
Two (2) 10' corn w/return-rt
Two (2) 10' corn w/return-lt
(12) Ladder Rail
Six (6) End cap
Four (4) Ladder rail
(22) 36 Wall section
Ten (10) 36 Wall section
Two (2) Corner filler
Five (5) Adjustable wall section
Six (6) Wall corn. bracket
(60) Adjustable shelf
(450) Bookshelf
(35) H D book shelf

B. Dalton Bookseller #929
Briarcliff Mall SP F-2
10177 N Kings Hwy.
Myrtle Beach, SC 29577

BY: GLYNCO PLASTICS, INC.

One (1) Audio/Video accessories kit
Ten (10) Boxes 8" acrylic shelves
Four (4) Boxes 21" acrylic shelves
Four (4) Boxes 21" thermobend shelves
Three (3) Boxes feature display signholders
One (1) Magazines sign two piece port
Three (3) 30 degree shelf displays
Four (4) Permanent dump & sign
One (1) B. Dalton logo sign
One (1) Bestseller sign package port.
One (1) Rack header package
One (1) Acrylic slatwall sign holders 22x28
(30) Single stem gondola signholders
(40) Beige cornice signholders

BY: MERCHANDISING FIXTURES

One (1) Feature step
One (1) Corner step
Two (2) Step
Two (2) Econo table
Nine (9) Econo table
Two (2) Table top display
One (1) Calendar base
Two (2) Register unit
Two (2) Service unit
One (1) Merchandise unit
One (1) CW Storage unit
One (1) Rec. cart
One (1) Microfiche unit
One (1) Info desk with three may rack

AND ALL APPURTENANCES

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 11 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 547

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.

Five (5) 4'x6" high gondola
Four (4) 4'x6" high gondola
Four (4) 5'x9" high gondola
Four (4) 5'x9" high gondola

B. Dalton Bookseller #929
Briarcliff Mall Space F2
10177 North King Highway
Myrtle Beach, SC 29577

BY: DARLING STORE FIXTURES

Two (2) Panel
Two (2) Back Panel
Two (2) Panel Retnr

BY: GLYNCO PLASTICS, INC.

(20) Single stem gondola signholders
(25) Port Cornice signholders

B. Dalton Software #940
Gwinnett Place
2100 Pleasant Hill Road
Duluth, GA 30136

BY: MERCHANDISING FIXTURES, INC.

Two (2) Trend Gondola G-3T
Seven (7) Trend Gondola #G-6T
One (1) Custom Feature display
Three (3) Economy table
One (1) Receiving cart
One (1) Microfiche stand
One (1) Custom magazine
One (1) Custom platform
Four (4) Pump station 5' demo station
One (1) demo filler right
One (1) demo filler left
One (1) custom cashwrap gate
Six (6) Seam fill #D315-6
Three (3) Deam Fill D14-6
Two (2) Seam fill #D91-6
One (1) Trolley

B. Dalton Software #938
103 Fifth Avenue
New York, NY 10003

BY: STORE KRAFT MANUFACTURING

Two (2) Unit, cashwrap reg. 24x24-1/16x38
Two (2) Cashwrap service unit 24x24-1/16x38
Two (2) Wrap center work storage 24x24-1/16x38
One (1) Wrap, center workfile 24x24-1/16x38
One (1) Filler, corner 24x25x38

BY: AJ&M

One (1) 16" impulse bar sealer kit
One (1) 15"x75-Gx2000+ film roll

BY: GLYNCO PLASTICS, INC.

Four (4) Software display stand
Ten (10) Boxes 8" acrylic shelves
Nine (9) Boxes 21" acrylic shelves

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 12 OF 23

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 548

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: GLYNCO PLASTICS, INC.

Five (5) Boxes 21" thermobend shelves
Three (3) Boxes PS-2 Peg hooks
Two (2) Boxes FS-114 Peg Hooks
Two (2) FS-116 Peg hooks
Two (2) Trapezoid display cube sets 1 blue, 1 clear
Three (3) 1 1/2 x 35 subcat. signholders
One (1) Computer usage signage package
Three (3) Software logo signs, one sided
Eight (8) Feature Endcap signholders

B. Dalton Software #938
103 Fifth Avenue
New York, NY 10003

BY: NASHVILLE DISPLAY COMPANY

Three (3) Five pocket peboard unit

B. Dalton Leased Dept. #627
Higbee's downtown
100 Public square
Cleveland, OH 44113

BY: MERCHANDISING FIXTURES, INC.

Two (2) Gondola
Seven (7) Gondola #G-62
One (1) Step S-2
Two (2) Step S-3
Five (5) T-3 econo table
One (1) Reg. Unit
One (1) Service unit
One (1) Merchandise unit
One (1) Merchandise Unit with shelves
One (1) Cash/information unit
One (1) Cash/Information unit
One (1) Cart
Ten (10) Trim strip
Nine (9) 8x0 straight cornice
Two (2) 8x0 straight corn. L MTR
Three (3) 8x0 straight corn. R MTR
Two (2) Left Cornice return
Three (3) Right cornice return

BY: GLYNCO PLASTICS

Six (6) Boxes 8" Acrylic shelves
Four (4) Boxes 21" acrylic shelves
Five (5) Boxes 21" thermobend shelves
Three (3) Boxes feature display signholders
One (1) P/N 14760 magazines sign two pcs port
Three (3) 30 degree shelf displays
Four (4) Permanent dump & sign
One (1) B. Dalton Logo sign port copy
One (1) Bestseller sign package
One (1) Permanent rack header package
One (1) Acrylic slatwall sign holder 22x28
(30) Single stem gondola signholders
(20) Single stem gondola signholders with 50 cornice signholders

B. Dalton #927
The Centre of Park Forest
115 Centre
Park Forest, IL 60466

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 549

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.
One (1) Audio/Video accessories

EQUIPMENT LOCATED:
B. Dalton #927
The Centre of Park Forest
115 Centre
Park Forest, IL 60466

BY: MERCHANDISING FIXTURES, INC.
Three (3) G-32 Gondola
Ten (10) G-62 Gondola
Three (3) S-2 step
Five (5) S-3 step
Six (6) Econo table
One (1) Reg unit
One (1) Serv unit
Two (2) Merchandise unit C-3
Two (2) Merchandise unit C-3S
Two (2) C-8D cash/information unit
One (1) C-8S cash/information unit
One (1) Cart
Four (4) Trim strips
Eight (8) Straight 8' cornice
Two (2) 8' cornice L & R miter
One (1) Left cornice return
One (1) Right cornice return

B. Dalton #692
Belk @ Southpark Mall
4400 Sharon Road
Charlotte, NC 28211

BY: GLYNCO PLASTICS, INC.
Five (5) Double stem gondola signholders

BY: DARLING STORE FIXTURES
Three (3) RH End panel
Four (4) LH End panel
Two (2) Back panel
One (1) UPR
One (1) RG End panel
Ten (10) Recliner channel set
(19) 36 Wall section
Three (3) corner filler
Five (5) Adjustable wall section
(30) Adjustable shelf
(400) Book shelf
(20) H D Book shelf
(29) Corn bracket

BY: NASHVILLE DISPLAY COMPANY
Four (4) Five pocket pegboard unit

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 550.

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: DARLING STORE FIXTURES

One (1) RH end panel
One (1) LH end panel
(26) Corn bracket
One (1) RH end panel kit
One (1) LH end panel kit
(18) 36 wall sect.
Two (2) corner filler
Five (5) adjustable wall section

B. Dalton Bookseller #900
Famous-Barr Dept. Store
601 Olive Street
St. Louis, MO 63101

BY: GLYNCO PLASTICS

(12) Boxes 8" acrylic shelves 25/box
Six (6) boxes 21" acrylic shelves 10/box
Eight (8) Hanging poster holders P/N 15584
Seven (7) Table up sign holders P/N 15682 11x26
(22) double stem gondola signholders P/N 12646R3

BY: DARLING STORE FIXTURES

Eight (8) Recliner channel set
(26) corn bracket
(40) Adjustable shelf
(350) book shelf
(18) E D Book shelf

BY: MERCHANDISING FIXTURES, INC.

Four (4) G-32 Gondola
Eight (8) G-62 Gondola
Two (2) Corner step
Four (4) step
Seven (7) Table-foxed
Two (2) Reg unit 1 w/RH fin
One (1) Well filler
One (1) Service unit
Three (3) Merchandise unit
Two (2) Cashwrap
One (1) Cashwrap fin LH side
One (1) Cart
Seven (7) 8'0" cornice
One (1) left cornice return
One (1) right cornice return
One (1) 8'0" cornice w/RH meter
One (1) 8'0" cornice w/LH meter

LESSEE: B. DALTON COMPANY
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Minneapolis, MN 55435

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LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 551

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.

Four (4) dump bin books displays with signs

EQUIPMENT LOCATED:

B. Dalton Bookseller #900
Famous-Barr Dept. Store
601 Olive Street
St. Louis, MO 63101

BY: STORE KRAFT MANUFACTURING

One (1) Filler, wrap well filler 23 5/32x22 3/8x4
Two (2) Display stacker box 18x22x6

BY: NASHVILLE DISPLAY CO.

Four (4) 5 Pocket pegboard unit

BY: LOZIER STORE FIXTURES

Three (3) Storage shelves upright assembly
Two (2) back assembly
(14) Storage shelf 36x12
Six (6) Storage shelf 36x24
Three (3) Storage shelves upright assembly 12x36
Three (3) Storage shelves upright assembly 12x84
Two (2) back assembly
(20) Storage shelf, standard duty 26x12
(20) Storage shelves back to back connector
Three (3) storage shelves upright assembly 24x36
One (1) Storage shelves desktop, notched 74x36

BY: GLYNCO PLASTICS, INC.

(50) 8" channel shelves P/N 13049-8S
(100) FS-2 Peg Hooks
(100) FS-114 peg hooks

BY: STORE KRAFT

Three (3) BD-4019-02BI display table top 12x24x7

BY: DARLING STORE FIXTURES

Two (2) RH End panel
One (1) LH end panel
(12) Recliner channel set
(28) 36 Wall section
One (1) corner filler
Six (6) Adjustable wall section
(42) Adjustable shelf
(390) book shelf
(28) H D book shelf
(38) corn. bracket

B. Dalton Boleased Dept. 627
Higbee's downtown
100 Public Square
Cleveland, OH 44113

BY: DARLING STORE FIXTURES

(30) Book shelf

B. Dalton Bookseller #924
Gwinnett Place
2100 Pleasant Hill Road
Duluth, GA 30136

BY: STORE KRAFT MANUFACTURING

One (1) Gondola book display 27x36-7/8x69

AND ALL ADDITIONAL

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 16 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 552

SCHEDULE "A"

BY: LOZIER STORE FIXTURES

Six (6) Storage shelves upright assembly
Six (6) Storage shelves upright assembly 12x84
Four (4) Back assembly
(40) Storage shelf, standard duty 36x12
(70) Storage shelf back to back connector

BY: GLYNCO PLASTICS, INC.

One (1) Box 8" acrylic shelves
One (1) Magazines sign two pieces port letters
One (1) B. Dalton logo sign new logo port
Four (4) Boxes Gondola signholders beige
(45) Cornice signholders beige

BY: COLUMBUS SHOW CASE COMPANY

Two (2) BD wall panel 24x120x3/4
Five (5) Stationary cornice bracket
(24) W-36 10' H wall unit assembly
(16) W-36S 10' H wall unit w/Slat wall
One (1) W-90 Corner filler assembly 120"
Six (6) W-26/44 adjustable wall unit 120"
Sixteen (16) BD Cornice board 10'
One (1) W-8RR cornice assembly R/H
One (1) W-8 RR cornice assembly L/H
(18) Putnam 120 track section 83402
Eight (8) Ladder rail end cap
Four (4) Rolling ladder w/9" top shelf with accessories
Ten (10) 6 1/2 x 48 metal shelf assembly
(770) 6 1/2 x 36 metal shelf assembly
(60) 6 1/2 x 26-44 adjustable shelf
(40) 6 1/2 x 36 rein. bottom wall shelf

BY: LOZIER STORE FIXTURES

Three (3) Storage shelves upright assembly 12x36
Three (3) Storage shelves upright assembly 12x84
Two (2) Back assembly
Fourteen (14) Storage shelf, 36x12
Six (6) Storage shelf, 36x24
One (1) utility drawer w/lock
Six (6) Storage shelves upright assembly 12x36
Six (6) Storage shelves upright assembly 12x84
Four (4) Back assembly
(40) Storage shelf, standard 36x12
(38) Shelves back to back connector
One (1) Storage shelves desk top 74x36

BY: STORE KRAFT MANUFACTURING

(16) Gondola book display 27x72-7/8x69
One (1) Wrap center workfile 24x24-1/16x38
One (1) Information unit 24x24x38

EQUIPMENT LOCATED:

B. Dalton Bookseller #929
Pinecliff Mall SP F-2
10177 North King Highway
Myrtle Beach, SC 29577

B. Dalton #43
Lincoln, NE

B. Dalton Bookseller #927
The Center of Park Forest
115 Centre
Park Forest, IL 60466

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 17 OF 23

LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 553

SCHEDULE "A"

BY: GARY SAFE COMPANY

One (1) Special locker #ASL -171706

BY: GLYNCO PLASTICS, INC.

(50) 8" channel shelves

BY: KAZARIAN

One (1) Cashwrap corner filler

One (1) Cashwrap filler panel

BY: STORE KRAFT MANUFACTURING

One (1) Seamfiller 1530-6 with accessories

BY: HAGEN OFFICE EQUIPMENT, INC.

One (1) Apple IIe CPU E7075G9

Two (2) 5.25 disk drive KEG6847, KEG6848

One (1) 5.25 disk drive accessory kit IIe

One (1) Color Monitor IIe #T0322238

One (1) Super Serial Card

One (1) Imagewriter II printer S/N 0793359

BY: PUTNAM ROLLING LADDER CO.

One (1) #70 Folding ladder Oak 96" height with
padding top 12" on backside

BY: DARLING STORE FIXTURES

Two (2) RH End Panel

Two (2) LH End panel

Three (3) Adjustable wall section

Twenty (20) Adjustable shelf

BY: MERCHANDISING FIXTURES, INC.

Three (3) Gondola

Twelve (12) Gondola

Two (2) Step S-2

Four (4) Step S-3

Seven (7) Econo table

One (1) Reg. Unit

One (1) Service Unit

One (1) Merchandise unit

One (1) Merchandise unit with shelves

Two (2) Cash/infor unit

One (1) Cash/information unit

One (1) Cart

EQUIPMENT LOCATED:

B. Dalton Bookseller #927
The Centre of Park Forest
115 Centre
Park Forest, IL 60466

B. Dalton Bookseller #948
Fresno Fashion Fair
591 East Shaw
Fresno, CA 93710

B. Dalton Software #944
Bannister Mall #38B
5600 East Bannister Road
Kansas City, MO 64137

B. Dalton #923
Bayside Market Place
401 Biscayne Blvd. Suite N226
Miami, Fl. 33132

B. Dalton Lease Dept. 883
Hudsons at Eastland Mall
18000 Vernier Road
Harper Woods, MI 48225

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

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LEASE #

DATED:

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

800 526 554

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.

(12) Trim strip
Eight (8) 8' straight cornice
Two (2) 8 cornice left miter
Two (2) 8' cornice right miter
Two (2) left cornice return
Two (2) right cornice return

B. Dalton #883
Hudsons at Eastland Mall
18000 Vernier Road
Harper Woods, MI 48225

BY: DARLING STORE FIXTURES

Three (3) RH End panel
Two (2) LH end panel
Ten (10) recliner channel set
(24) 36 wall section
Two (2) Corner filler
Four (4) Adjustable wall section
(32) Adjustable shelf
(440) Book shelf
(24) H D book shelf
(33) Cornice bracket

BY: GLYNCO PLASTICS, INC.

(32) Gondola sign holders P/N 12646R-3 beige
Six (6) Hanging poster holders P/N 15584
Seven (7) Table up sign holders P/N 15682
Nine (9) Boxes 8" acrylic shelves
Seven (7) Boxes 21" acrylic shelves

BY: MERCHANDISING FIXTURES, INC.

Four (4) Table top display 2'
One (1) Table top display 3'

B. Dalton 692
Belk Dept. Store S Park ML
4400 Sharon Road
Charlotte, NC 28211

BY: LOZIER STORE FIXTURES

Three (3) Storage shelves upright assembly 12x84
Two (2) Back assembly
(14) Storage shelf, 36x12
Six (6) Storage shelf 36x24
One (1) Utility drawer w/lock
(20) Storage shelves back to back connector
Three (3) Storage shelves upright 24x36
One (1) Storage shelf desktop 74x36

BY: NASHVILLE DISPLAY CO.

Five (5) Five pocket pegboard unit

B. Dalton Leased Dept. #693
Lazarus depart., store downtown
Town & High Streets
Columbus, OH 43216

BY: NASHVILLE DISPLAY COM.

Five (5) Five pocket pegboard unit

B. Dalton Leased #687
7th & Race Sts.
Cincinnati, OH 45202

LESSOR: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

PAGE 17 OF 23

LEASE #

DATE

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 555

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: MERCHANDISING FIXTURES, INC.

Two (2) Trend Gondola 69" G4T
Two (2) Trend Gondola 69" G6T
Four (4) Gondola G42
Seven (7) Gondola G62
One (1) Feature display step
Three (3) Display step
Nine (9) Economy table T-3
Four (4) Economy table T-4
Three (3) Table top display T-3D
Three (3) Cashwrap reg. unit
Three (3) Cashwrap service unit
One (1) Cashwrap merchandise unit
One (1) Cashwrap storage unit
One (1) Receiving cart
One (1) Information shelving unit
Two (2) Microfiche stand
One (1) Information desk
Three (3) Corner trim strips

B. Dalton 098
1116 Valley View Center
Dallas, TX 75240

BY: NASHVILLE DISPLAY CO.

Three (3) Five pocket pegboard unit

B. Dalton Dept. #691
Higbee's at Westgate
3390 Westgate Mall
Fairview Park, OH 44126

BY: GLYNCO PLASTICS

(20) Port cornice sign holders with hardware

BY: DARLING STORE FIXTURES

One (1) RH End panel
Seven (7) Recliner channel set
(17) 36 Wall section
One (1) Corner filler
Two (2) Adjustable wall section
(20) Adjustable shelf
(325) Book shelf
(17) H D Book shelf
(21) cornice bracket

BY: GLYNCO PLASTICS, INC.

Three (3) Boxes 8" acrylic shelves
Two (2) Boxes 21" acrylic shelves
Three (3) Boxes gondola sign holders double stem
Four (4) Hanging poster holders P/N 15584
Three (3) Table up sign holders P/N 15682

BY: MERCHANDISING FIXTURES, INC.

One (1) Gondola G-32
Eight (8) Gondola G-62
Two (2) Step S-2

LESSOR: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 556

SCHEDULE "A"

BY: MERCHANDISING FIXTURES, INC.

Four (4) Step S-3
One (1) Reg Unit
One (1) Service unit
One (1) Merchandise unit C-3
One (1) Merchandise unit w/shelves
One (1) Cash/information unit #C-8D
Two (2) Cash/information unit C-8S
One (1) Cart
Two (2) Trim strips

EQUIPMENT LOCATED:

B. Dalton Dept. #691
Higbee's at Westgate
3390 Westgate Mall
Fairview Park, OH 44126

BY: LOZIER STORE FIXTURES

Three (3) Storage shelves upright assembly 12x84
Two (2) Back assembly
(14) Storage shelf, 36x12
Six (6) Storage shelf, 36x24
One (1) Utility drawer w/lock
(20) Storage shelves back to back connector
Three (3) Storage shelves upright assembly 24x36
One (1) Storage shelves desktop 74x36

BY: KAZARIAN

Two (2) Cashwrap service unit
One (1) Trend Gondola
Two (2) Display Step 3'
Four (4) Economy table 3'x4'
Four (4) Cashwrap register unit
One (1) Cashwrap service unit

B. Dalton Booksellers #48
Asheville Mall
#3 South Tunnel Road
Asheville, NC 28805

BY: MERCHANDISING FIXTURES, INC.

Three (3) 3' gondola
Four (4) Economy table

BY: LOZIER STORE FIXTURES

Three (3) Storage shelves upright assembly 12x84
Two (2) Back Assembly
(14) Storage shelf 36x12
Six (6) Storage shelf 36x24
One (1) Utility drawer w/lock
Three (3) Storage shelves upright 12x36
Three (3) Storage shelves upright assembly 12x84
Two (2) Back assembly
(20) Storage shelf 36x12
(20) Storage shelves back to back connector
Three (3) Storage shelves upright 24x36
One (1) Storage shelves desktop 74x36

B. Dalton #645
Higbee's Concourse Level
Cleveland Terminal Tower Comple
Cleveland, OH 44113

BY: GLYNCO PLASTICS, INC.

(30) Beige cornice signholders

AND ALL ADDITIONS SUBSTITUTIONS

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

... 21 OF 23

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: KAZARIAN

Two (2) Display step

B. Dalton Booksellers #922
Town Center at Cobb
400 Ernest Barret, Suite 305
Kennesaw, GA 30144

BY: GLYNCO PLASTICS, INC.

Five (5) Boxes 8" acrylic shelves
Three (3) Boxes 21" acrylic shelves
Four (4) Boxes 21" thermobend shelves
Five (5) Boxes feature display sign holders
One (1) Magazine sign two pcs. port
Three (3) 30 degree shelf displays
Four (4) Dump & Sign
One (1) B. Dalton logo sign port
One (1) Bestseller sign package
One (1) Rack header package
One (1) Acrylic slatwall sign 22x28
(78) Cornice signholders

B. Dalton #166
Walnut Creek, CA

BY: CENTRAL SALES PROMOTIONS, INC.

Ten (10) Dal 11x7 spec endcap holders

B. Dalton Bookseller #241
20 Trolley Square
550 S. 7th Street East
Salt Lake City, UT 84102

BY: INTERIOR RESOURCES GROUP

One (1) Manager's chair

B. Dalton Bookseller #459
1202 Willowbrook Mall
Wayne, NJ 07470

BY: DARLING STORE FIXTURES

Fifty (50) Book shelf

B. Dalton Bookseller #244
277 Metro North Mall
400 NW Barry Road
Kansas City, MO 64155

BY: GLYNCO PLASTICS, INC.

Two (2) Boxes 8" acrylic shelves
Three (3) Boxes 21" acrylic shelves
Four (4) Boxes 21" thermobend shelves
Three (3) Boxes feature display sign holders
One (1) Magazine sign two pieces port
Three (3) 30 Degree shelf displays
Four (4) Pemanent dump & Sign
One (1) B. Dalton logo sign port
One (1) Bestseller sign package
One (1) Rack header package
One (1) Acrylic slatwall signholders 22x28

BY: MERCHANDISING FIXTURES, INC.

(88) Trim locks #ALTP-5

B. Dalton #238
Southland Center
23000 Eureka Road
Taylor, MI 48180

AND ALL ADDITIONS SUBSEQUENT

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

BOOK 526 OF 23

LEASE # _____

DATED: _____

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 558

SCHEDULE "A"

BY: GLYNCO PLASTICS, INC.

One (1) 15x33 B. Dalton Logo Sign Port copy

BY: DARLING STORE FIXTURES

One (1) 24x126 End Panel

(60) Book Shelf

One (1) Hardware set

BY: GLYNCO PLASTICS, INC.

One (1) Two pcs. Slatwall magazine sign

One (1) Slatwall bestseller sign package

One (1) 15x38 B. Dalton Logo sign

BY: KAZARIAN MANUFACTURING

Two (2) Economy table

EQUIPMENT LOCATED:

B. Dalton #238
Southland Center
23000 Eureka Road
Taylor, MI 48180
"

B. Dalton #898
Marley Station Space A-107
7900 Richie Hwy.
Glen Burnie, MD

B. Dalton Software #948
Fresno Fashion Fair
591 East Shaw
Fresno, CA 93710

B. Dalton Software #953
8314-8 On the Mall
Buena Park Mall
Buena Park, CA 90620

BY: KAZARIAN

Four (4) End Panel

Five (5) End Panel, left

(14) Cornice Board

One (1) Cornice Board with return

One (1) Cornice Board with return

(14) Ladder Rail

Four (4) Ladder Rail end cap

Two (2) Rolling Ladder

(18) Wall unit 36"

(12) Wall unit 36"

One (1) Wall Unit

One (1) Receiving table

One (1) Storage table

(18) Wall Cornice Bracket

(16) 44' top pan

Three (3) Trend Gondola 3'

Two (2) Gondola 3'

Three (3) Trend Gondola 6'

Three (3) Gondola 69"

Five (5) Gondola 2'

Two (2) Register unit

One (1) Service Unit

One (1) Display Case

One (1) Work/Storage unit

One (1) Work/File unit

One (1) Cashwrap merchandise unit

One (1) Cashwrap corner filler

One (1) Feature display step

One (1) Feature display step #SWS-1R

Two (2) Magazine display fixture

Four (4) Economy table 2x2

AND ALL ADDITIONS SUBSEQUENT TO THIS DATE

LESSEE: B. DALTON COMPANY
7505 Metro Boulevard
Minneapolis, MN 55435

... 22 OF 22

LEASE # 1243-01

DATED: 7/27/87

LESSOR: CHARTER FINANCIAL, INC.
One Rockefeller Plaza
New York, New York 10020

BOOK 526 PAGE 559

SCHEDULE "A"

EQUIPMENT LOCATED:

BY: KAZARIAN MANUFACTURING

(34) Slatwall Panel 4x8
Three (3)
One (1) Register filler
One (1) Microfiche stand
Ten (10) Corner trim strips 8' lengths
Ten (10) Port lam. strips 11x96 with accessories

B. Dalton Software #953
8514-8 on the Mall
Buena Park Mall
Buena Park, CA 90620

B. DALTON COMPANY

BY:  _____

AND ALL ADDITIONS SUBSEQUENT TO

STATE OF MARYLAND

BOOK 526 PAGE 560

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

272790

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gould, Inc.
6711 Baymeadow
Address Glen Burnie, Maryland 21061

2. SECURED PARTY

Name TCF Banking and Savings, F.A.
Address 1420 Kensington Road, Suite 114
Oak Brook, Illinois 60521
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A

RECORD FEE 10.00
RECORD TAX 357.00
POSTAGE .50

#116060 C040 R03 T16:08

05/12/88

COLLATERAL IS SUBJECT TO RECORDATION TAX.
TOTAL AMOUNT OF INDEBTEDNESS IS: \$50,861.65
TAX IS BEING PAID IN THE AMOUNT OF ~~\$356.03~~ \$357.00

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Gould, Inc.

By: James R. Brown
Its: V.P. Finance & Adm. Defense Systems
James R. Brown

Type or Print Above Name _____

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FILING FEE \$
Please Return To

Illinois
Code Company
P.O. BOX 2969
Springfield, Illinois 62708
THANK YOU

EXHIBIT A TO FINANCING STATEMENT

Gould Inc., Debtor
TCF Banking and Savings, F.A., Secured Party

<u>Quantity</u>	<u>Make, Model, Description</u>
2	Bridge SW/AT-NCS Network Mgt.
2	Bridge SW/I-T-NCS-AT Image
2	Bridge SW/IVECS-T-NCS Image
2	Bridge SW/200-T-NCS/AT Image
6	Bridge SFL/200-TCP
2	Bridge SFL-IVECS-TCP
3	Bridge SFL/I-TCP
3	Compaq DOS 3.3
1	HP 50912A StarLAN & ThinLAN with 002
1	HP 31500A COBOL II/XL Compiler with 426
1	HP 32344A NS/3000 with 321
2	HP 32344R NS/3000 Right to Copy with 321
1	HP 31502A Pascal/XL Compiler
1	HP 36920A NS3000/XL with 440
1	HP 32257A COBOL Definition Extractor with 430
10	HP 27505A Word Processor
1	HP 32597A Resource Sharing Kit
3	HP 68333F AdvanceLink
5	HP 45431A AdvanceLink
18	HP 51414A SE Assistance

272701

1090987TMD
A-8B-5
Loan #8
Lot 115

BOOK 526 PAGE 562

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

October 12, 1987

Not subject to Recordation Tax
Principal amount of debt secured is:
\$113,000.00

FINANCING STATEMENT

1. DEBTOR:

MILLSTREAM PARTNERSHIP-II,
a Maryland general partnership

Address:

c/o Suite A
10015 Columbia Pike
Columbia, Maryland 21046

RECORD FEE 22.00

POSTAGE .50

#125120 0777 004 115146

RUN 05/12/88

2. SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

3. TRUSTEES:

WILLIAM E. THOMPSON and
MARY C. SWAIN

Address:

8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,

2030

attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

MILLSTREAM PARTNERSHIP-II,
a Maryland general partnership

Gary J. Eidler

By: B. Paul Montgomery [SEAL]
B. Paul Montgomery,
General Partner

[Signature]

By: Samuel W. McCullough [SEAL]
Samuel W. McCullough,
General Partner

[Signature]

By: Diana W. Carlson [SEAL]
Diana W. Carlson,
General Partner

[Signature]

By: Creston L. Cathcart [SEAL]
Creston L. Cathcart,
General Partner

By: Gary J. Eidler [SEAL]
Gary J. Eidler,
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
Real Estate Department
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Ms. Mary C. Swain

BEING KNOWN AND DESIGNATED as Lot 115, as shown on plat entitled, "SUNNYFIELD ESTATES, Fifth Election District, Anne Arundel County, Maryland", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 105, Page 7, Plat No. 5432.

Exhibit "A"

(Property Description)

272732

1090987TMD
A-8B-5
Loan #9
Lot 114

BOOK 526 PAGE 566

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

October 12, 1987

Not subject to Recordation Tax
Principal amount of debt secured is:
\$104,000.00

FINANCING STATEMENT

- | | | | |
|--|--|-------------------------|----------|
| 1. DEBTOR: | Address: | RECORD FEE | 22.00 |
| MILLSTREAM PARTNERSHIP-II,
a Maryland general partnership | c/o Suite A
10015 Columbia Pike
Columbia, Maryland 21046 | POSTAGE | .50 |
| | | #105160 0777 804 715151 | |
| | | | 10/12/87 |
| 2. SECURED PARTY: | Address: | | |
| FIRST AMERICAN BANK OF MARYLAND | 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department | | |
| 3. TRUSTEES: | Address: | | |
| WILLIAM E. THOMPSON and
MARY C. SWAIN | 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department | | |
| 4. THIS FINANCING STATEMENT COVERS: | | | |

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,

205

attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

MILLSTREAM PARTNERSHIP-II,
a Maryland general partnership

Gary J. Endler

By: B. Paul Montgomery [SEAL]
B. Paul Montgomery,
General Partner

[Signature]

By: Samuel W. McCullough [SEAL]
Samuel W. McCullough,
General Partner

By: Diana W. Carlson [SEAL]
Diana W. Carlson,
General Partner

By: Creston L. Cathcart [SEAL]
Creston L. Cathcart,
General Partner

Gary J. Endler

By: Gary J. Endler [SEAL]
Gary J. Endler,
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
Real Estate Department
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Ms. Mary C. Swain

BOOK 526 PAGE 569

BEING KNOWN AND DESIGNATED as Lot 114, as shown on plat entitled, "SUNNYFIELD ESTATES, Fifth Election District, Anne Arundel County, Maryland", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 105, Page 7.

Exhibit "A"

(Property Description)

BOOK 526 PAGE 570

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 471
Ref No.

Page No. 449

Identification No. 251274

Dated March 16, 1984

1. Debtor(s) { FITNESS CORPORATION OF AMERICA
Name or Names—Print or Type
*6701 Moravia Park Drive, Baltimore, Maryland 21237
Address—Street No., City - County State Zip Code
2. Secured Party { U.G.E. LIQUIDATING CORPORATION
Name or Names—Print or Type
**150 El Camino, Suite 110, Beverly Hills, California 90212
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. Check Applicable Statement:

RECORD FILE 10:20
POSTAGE
#115750 0030 P03 714447
03/12/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

*formerly 170 Penrod Court, Glen Burnie, Maryland 21061
**formerly 1100 Quail Street, Suite 100, Newport Beach, California 92660

10.00
50

Dated: 11/24/87

U.G.E. LIQUIDATING CORPORATION

Name of Secured Party

Signature of Secured Party

PRESIDENT

Type or Print (Include Title if Company)

To the Filing Officer:

After this statement has been recorded, please mail the same to:

Jerome D. Carr, Esquire
Frank, Bernstein, Conaway & Goldman
American City Building
Suite 700
10227 Wincopin Circle
Columbia, MD 21044

FINANCING STATEMENT

272733

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)

1. J.M., Inc. dba Airlines Freight & Express Company 1. Cargo Complex Building B, Door 32 BWI Airport, Maryland 21240

2. Coastal Air Handling & Consolidation, Inc. 2. 7525 N. Connelly Drive Hanover, Maryland 21076

6. Secured Party Address

Equitable Bank, National Association 100 S. Charles St. Baltimore, Maryland 21201

Attention: Debra Grimm (Type name & title)
Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors J.M., Inc. dba Airlines Freight & Express Company (Seal)
BY: John L. McClinton, Jr., President (Seal)

Coastal Air Handling & Consolidation, Inc. (Seal)
BY: John L. McClinton, Jr., President (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

RECORD FEE 13.00

RECORD TAX 140.00

POSTAGE .50

#126630 CTTT NOV 11 1984

10/13/80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 526 PAGE 572

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 072701

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patricia L. Saldana
Address P.O. Box 899, Pasadena, MD 21122

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 NORTHBROOK PARKWAY
SUWANEE, GA 30174

1	Kubota	L2250DT	Tractor	# 55263
1	Woods	RM59	Mower	# 47268

RECORD FEE 11.00

#126640 0777 R04 T10156

54900-814190

08/13/00

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Patricia L. Saldana

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 526 PAGE 573
Identifying File No. 272725

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne Johnson
Address 8464 Bussendius Rd., Pasadena, MD 21122

2. SECURED PARTY

Name N.J. RICHARDSON & SONS, INC.
Address 6400 WINDSOR MILL ROAD
BALTIMORE, MARYLAND 21207
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1	Kubota	L235DT	Tractor (used)
1	KingKutter	KKRB72	Blade (used)
1	EZ-Rake	Model 85	Vac

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 NORTHBROOK PARKWAY
SUWANEE, GA 30174

KCC 54900- 814107FEE 11.00

#126650 DT77 R04 J10156

05/13/88

RMM

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)X Wayne Johnson
(Signature of Debtor)

Wayne Johnson

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.E. Richardson, Pres.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land
☒ Financing Statement } Liber 463 Folio 312 File No. 248014
 Date of Financing Statement Jan 6, 1983

NAME	ADDRESS			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
Patron Communications of Maryland, Inc.,		1811 George Avenue,	Annapolis,	MD. 21406

2. Secured Party (or assignee)
 SOVRAN BANK / MARYLAND ~~6610 Rockledge Drive, Bethesda, Maryland 20817~~

CHECK ☒ THE LINES WHICH APPLY

Formerly Known As Suburban Bank

3. ☐ A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00

POSTAGE .50

#126740 OTT7 R04 T11130

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

05/15/88

RAM

Dated: April 8, 1988 19

Secured Party:

SOVRAN BANK / MARYLAND

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

158

THIS DOCUMENT IS NOT SUBJECT TO EXCISE TAX

272707

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records:
does the debtor owe or owe to the creditor? N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement is being presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Hospitality House of Annapolis
Name DBA Annapolis Hilton Inn
Address 80 Compromise Street, Annapolis, MD 21401

2. SECURED PARTY

Name Telerent Leasing Corporation
Address 4209 Fayetteville Road - P.O. Box 26627
Raleigh, NC 27603-27611
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

30-SD1907W 19" color TV with remote (Zenith)
100-Zenith 19" color TV with remote mod. No. H1953W
100-TVT Tea Cart Stands
31-Gussdorf Mod 4555 stands
Standard Factory 90 day parts and labor warranty
installed in the Hilton Inn, 80 Compromise Street, Annapolis, MD in
accordance with the terms of lease no. 4807

RECORD FEE

\$12.00 CITY OF ANNAPOLIS

RHM

CHECK (S) THE LINES WHICH APPLY

5. () (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

() (If records of collateral are also covered)

() (If products of collateral are also covered)

Consolidated Engineering Co., Inc.

By: [Signature]

Hospitality House of Annapolis
DBA Annapolis Hilton Inn
Type or Print Above Name on Above Line

William L. Siskind

Type or Print Above Signature on Above Line

TELERENT LEASING CORPORATION

[Signature]
(Signature of Secured Party)

Suzanne Price, Contract Analyst
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 526 PAGE 576
272703

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated May 6, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.A.S. Financial, Inc.Address 600 Renaissance Center, Suite 1400, Detroit, Michigan 48243

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.Address McCurdy's Office Building, 5th Floor, Rochester, New York 14643Documentation, Chase Lincoln Lease/Way, McCurdy's Bldg., Rochester, New York 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1991

SECURED FEE 13.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE 1.50

Name and address of Assignee

MICHIGAN CITY INA 11/1/87

RAM 05/10/88

Inventory of the Debtor consisting of data processing equipment, Equipment Schedule Nos. GEM01H, GEM01I, GEM01J and GEM01K to that Master Lease Agreement, dated as of June 24, 1987, between Saint Louis Leasing Corporation and General Electric Company (Medical Systems Group), as lessee, proceeds thereof, insurance, all as more fully described on Schedule A hereto.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

R.A.S. FINANCIAL, INC.

Lawrence D. Robinson
(Signature of Debtor)

Lawrence D. Robinson

Type or Print Above Name on Above Line

President

(Signature of Debtor)

Type or Print Above Signature on Above Line

CHASE LINCOLN LEASE/WAY, INC.

James M. Guidarelli
(Signature of Secured Party)

James M. Guidarelli

Type or Print Above Signature on Above Line

0326-11

Exhibit A
Description of Equipment

BOOK 526 PAGE 577

The following data processing equipment, together with all parts, fittings, cables, accessories, attachments, features, accessions, renewals, improvements, substitutions and replacements to the Equipment, whether now owned or hereafter acquired, and together with all rents, proceeds, issues, income, profits and avails derived therefrom, manufactured by International and Business Machines Corp., Apple Computer, Inc. and NEECO, Inc. and leased by Saint Louis Leasing Corporation to General Electric Company (Medical Systems Group) pursuant to Equipment Schedule Nos. GEM01H, GEM01I, GEM01K and GEM01J to Master Lease Agreement dated as of June 24, 1987:

MARYLAND

I. EQUIPMENT

(Equipment Schedule GEM01K)

<u>LOCATION</u>	<u>QTY.</u>	<u>MODEL/FEAT./DESC.</u>	<u>SERIAL #</u>
7455 New Ridge Rd. Hanover, MD 21076	7	3192-DDO DISPLAYS	46577, 46568, 46559, 46550, 46541, 46531, 55762

SCHEDULE A
to
FORM UCC-1 Financing Statement

R.A.S. FINANCIAL, INC., as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof, including any condemnation proceeds.*

III. Leases

All right, title and interest of Debtor, in, under and to Equipment Schedule Nos. GEM01H, GEM01I, GEM01J and GEM01K to the Master Lease Agreement, dated as of June 24, 1987, between Saint Louis Leasing Corporation (which sold all its right, title and interest thereunder to Debtor), as lessor, and General Electric Company (Medical Systems Group), as lessee (the "Lessee"), together with any and all amendments, modifications supplements and addenda thereto to the extent they relate to the Equipment (the "Lease"), including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between Debtor and Secured Party dated as of May 6, 1988) to be made by Lessee to Debtor, including without limitation all rents, rental reserves, insurance proceeds or other payments due to loss, all purchase moneys, option payments, termination value payments, casualty value payments, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing, including any condemnation proceeds.*

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272703

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐This financing statement Dated 5-2-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HAZEL GALLOWAY, Hazel
Address 3105 RIVA RD, RIVA, MD 21140

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC.
P.O. BOX 216
Address WYE MILLS, MD 21679
301-820-2111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5-15-92

4. This financing statement covers the following types (or items) of property: (list)

STEINER 4x4 TRACTOR
SIN ~~A8009~~ A80009STEINER 60" DECK
SIN A8080STEINER TRAC-VAC SWEEPER
SIN - N/ACHECK ☒ THE LINES WHICH APPLYName and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

RECORD FEE 11.00

POSTAGE .50

M126850 0777 004 111-00

PUM

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)Anne Arundel County
40-19057-8803984☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Hazel Galloway
(Signature of Debtor)HAZEL GALLOWAY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrie G. Dudley
(Signature of Secured Party)LAWRIE G. DUDLEY, Sec. for TIDEWATER TRACTOR, INC.
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252078RECORDED IN LIBER 473 FOLIO 342 ON May 22, 1984 (DATE)

1. DEBTOR

Name Ralph W. Vandergrift, Jr., Elizabeth R. VandergriftAddress 435 West Ben Oaks Drive, Severna Park, MD 21146

2. SECURED PARTY

Name Key Capital Corp.Address 57 River Street, Wellesley Hills, MA 02181Key Financial Services Inc. 29 Sawyer Road, Waltham, MA 02254

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00

POSTAGE .50

#126870 C177 R04 1114

RAM 05/13/84

Dated April 28, 1988Joan C. Ritchey VP
(Signature of Secured Party)Key Capital Corp.

Type or Print Above Name on Above Line

4-22-88
31920-

BOOK 526 PAGE 581

272800

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is \$ 31,920.00 (\$224.00)
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Eastern Medical, Inc.
(Name)
901 Junction Drive Suite 3A
(Address)
Annapolis Junction, Md. 20701

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn Jerry Mikulski/Darlene Niccoli 101-560
(Name of Loan Officer)
25 S Charles Street
(Address)
Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Ventilators S/N# 4682, 43532, 4332, 25642, 73652, 1057

RECORD FEE 11.00
RECORD TAX 224.00
POSTAGE .50
#126040 0777 PM 11/13/88

05/13/88
RHM

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Eastern Medical, Inc. (Seal)
William W. Wright, Pres. (Signature)
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

Eastern Medical, Inc. (Seal)
William G. Zimmer, Jr., Vice Pres. (Signature)
(Print or Type Name)

11/15/88
284-50

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George Noah & Shirley Faye Williams

Address 2048 Horshoe Circle, Jessup, Md. 20794

2. SECURED PARTY

Name Kayak Manufacturing Corp

Address 325 Harlem Rd.

West Seneca, NY 14224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 1992

4. This financing statement covers the following types (or items) of property: (list)

Kayak award winning swimming pool - above ground - 24 X 16 and all attached thereto

RECORD FEE 12.00

POSTAGE .30

#126910 DT77 R04 1111

BAM 05/13/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 2048 Horshoe Circle, Jessup, Md. 20794

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George Noah Williams
(Signature of Debtor)

George Noah Williams

Type or Print Above Signature on Above Line

Shirley Faye Williams
(Signature of Debtor)

Shirley Faye Williams

Type or Print Above Signature on Above Line

Kayak Manufacturing Corp

(Signature of Secured Party)

Wendy Nelson

Type or Print Above Name on Above Line

Wendy Nelson

1280

BOOK 526 PAGE 583
272802

extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. If a return third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any) 4004544-556 SC-H.68

1. XXXXXX (Last Name First) and address(es) LESSEE 84 Lumber Company (Inc.) RD No. 1, Rt. 519 Eighty-Four, PA 15384	2. XXXXXX (Last Name First) and address(es) LESSOR GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE One Northshore Center Suite 110 Pittsburgh, PA 15212	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4. This financing statement covers the following types (or items) of property: See Annex A-1, A-2 and A-3 attached hereto and made part hereof. This financing statement is filed solely as a precaution if, contrary to the intention of the above parties, this transaction is deemed to be other than a true lease as defined in Section 1-201(37) of the Uniform Commercial Code.

"Not Subject to Recordation Tax."

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne-Arundel County, MD

84 Lumber Company (Inc.)

GENERAL ELECTRIC CREDIT CORPORATION
OF TENNESSEE

By: Charles J. Cunningham
Signature(s) of ~~XXXXXX~~ LESSEE

By: R. Sakalik
Signature(s) of ~~XXXXXX~~ LESSOR

(1) Filing Officer Copy - Alphabetical

17 STANDARD FORM - FORM UCC-1.

GENERAL ELECTRIC CREDIT CORPORATION

ANNEX A-1
SCHEDULE 68

BOOK 526 PAGE 584

This Annex is to be attached to and become part of Schedule 68 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

<u>84 Lumber & Home Centers Store Number</u>	<u>Description</u>	<u>Model</u>	<u>Serial Number</u>
Rt. 1 & Rt. 150 Richmond, VA 23234 Richmond County	New Champ Forklift Truck	HC84LZGPSZ	880117
1800 S. Military Hwy Chesapeake, VA 23320 Chesapeake County	New Champ Forklift Truck	HC84LZGPSZ	880111
490 25th Street, S. Rt. 78 Irondale, AL 35210 Jefferson County	New Champ Forklift Truck	HC84LZGPSZ	880113
Rte. 176 & Rte. 170 Harmans, MD 21077 Anne Arundel County	New Champ Forklift Truck	HC84LZGPSZ	880131
Rt. 8 Box 34 Abingdon, VA 24210 Washington County	New Champ Forklift Truck	HC84LZGPSZ	880120
101 Willowdale Drive Frederick, MD 21701 Frederick County	New Champ Forklift Truck	HC84LZGPSZ	880121

Renewal Basic Rental (Quarterly) \$2,859.37 + tax

"Together with any and all present and future attachments, accessions and additions thereto substitutions, accessories and equipment therefore and replacements thereof."

This Annex is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)
OF TENNESSEE

84 Lumber Company (Inc.) (L.S.)

By [Signature] (L.S.)

By [Signature] (L.S.)

Page 1 of 1

3691D
3/88

RECEIVED
88 APR -5 AM 11:50
ACCOUNTS PAYABLE-AAA CO

GENERAL ELECTRIC CREDIT CORPORATION

ANNEX A-2
SCHEDULE 68

BOOK 526 PAGE 585

This Annex is to be attached to and become part of Schedule 68 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

84 Lumber & Home Centers Store Number	Description	Model	Serial Number
1800 S. Military Hwy Chesapeake, VA 23320 Chesapeake County	New TCM Forklift Truck	FHG30N8	46401019
Rte. 519 Eighty Four, PA 15330 Washington County	New TCM Forklift Truck	FHG30N8	46001021
Rte. 15 & 55 E Haymarket, VA 22069 Prince William County	New TCM Forklift Truck	FHG36N8	46001015
1300 Hwy 301 E Palmetto, FL 33561 Manatee County	New TCM Forklift Truck	FHG30N8	46001016

Renewal Basic Rental (Quarterly) \$1,263.95 + tax

"Together with any and all present and future attachments, accessions and additions thereto substitutions, accessories and equipment therefore and replacements thereof."

This Annex is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR
GENERAL ELECTRIC CREDIT CORPORATION (L.S.)
OF TENNESSEE

LESSEE
84 Lumber Company (Inc.) (L.S.)

By [Signature] (L.S.)

By [Signature] (L.S.)

3692D
3/88

ANNEX A-3
SCHEDULE 68

This Annex is to be attached to and become part of Schedule 68 to the Master Lease Agreement dated November 27, 1985, between the undersigned.

<u>84 Lumber & Home Centers Store Number</u>	<u>Description</u>	<u>Model</u>	<u>Serial Number</u>
Rt. 9 & Hilliard Blvd. Manahawkin, NJ 08050 Ocean County	New TCM Forklift Truck	FCG25N6	48803506
Commack & Moffitt Rt. 50 Islip, NY 11751 Suffolk County	New TCM Forklift Truck	FCG25N6	48803512

Renewal Basic Rental (Quarterly) \$396.69 + tax

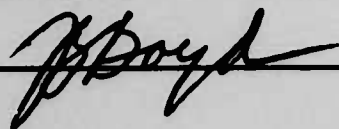
"Together with any and all present and future attachments,
accessions and additions thereto substitutions, accessories
and equipment therefore and replacements thereof."

This Annex is hereby verified correct and under signed Lessee acknowledges receipt of a copy.

LESSOR
GENERAL ELECTRIC CREDIT CORPORATION (L.S.)
OF TENNESSEE

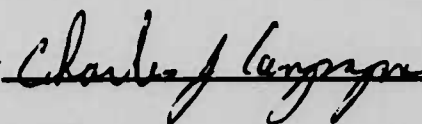
LESSEE
84 Lumber Company (Inc.) (L.S.)

By



(L.S.)

By



(L.S.)

Page 1 of 1

3693D
3/88

272303

MARYLAND NATIONAL BANK

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of _____
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

Address(es):

Hein Bros., Incorporated

7400 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

RECORD FEE 11.00

POSTAGE .50

0257060 0345 R01 T14*21

RMM 05/13/88

6. Secured Party:

Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK

40 Light Street

P.O. Box 871

Attention: Dennis R. Glasgow

Fifth Floor

Annapolis, Md. 21404

Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 15, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

HEIN BROS., INCORPORATED

BY: Carl L. Hein, Jr. (SEAL)

Carl L. Hein, Jr., President

(SEAL)

Secured Party:

MARYLAND NATIONAL BANK

By: Dennis R. Glasgow (SEAL)

Dennis R. Glasgow

Assistant Vice President

Type name and title

Mr Clerk: Please return to Edwin A. Lechowicz, Esq.

Edwin A. Lechowicz, Esq.
Post Office Box 849
Glen Burnie, MD 21061

272304

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corp 8700 Ashwood Drive Capitol Heights, MD 20027 M-32495-1 MACHINE LOCATED IN ANNAPOLIS, MD AA CO	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P O Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #127350 C777 R04 108178 05/16/88 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) New Caterpillar Model #D6H Tractor S/N 4RC01743 One (1) Caterpillar Model #6SU Basic Dozer S/N1DH00708		
SOLD FROM INVENTORY NOT SUBJECT TO RECORDATION TAX		
X Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) The Driggs Corp. (By) <u>Reginald Burner, VP</u> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical		Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2) UCC-1

272805

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corp. 8700 Ashwood Drive Capitol Heights, MD 20027 Machine located in Annap MD AA County M-32507-1	(2) Secured Party(ies) (Name(s) And Address(es): ALBAN TRACTOR CO. INC. P. O. BOX 9595 BALTIMORE, MD. 21237	RECORD FEE 11.00 POSTAGE .50 #127340 0777 004 109117 For Filing Officer <i>RWM</i> 05/16/00
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #815 Compactor S/N 17Z00835
One (1) Caterpillar Model #815 Bulldozer S/N 39X00847

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

The Driggs Corp.

(By) *R. E. Burner, Sr. V.P.* REGINALD BURNER, VP
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(1) Filing Officer Copy -- Numerical

Alban Tractor Co., Inc. Secured Party(ies) [or Assignees]
(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒
☐ Collateral Is Brought Into This State
☐ Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1



FINANCING STATEMENT

BOOK 526 PAGE 590

272306

1. ☐ To Be Recorded in the Land Records.
2. ☒ To Be Recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to_____.

5. Debtor(s) Name(s)
TRADEWINDS MARINA, INC.

Address(es)
1061 Turkey Point Road
Edgewater, Maryland 21037
RECORDED FEE 11.00
#127320 DT77 904 109:17

6. Secured Party
Provident Bank of Maryland
Attention: Dennis Krugman
Type name & title Credit Services Specialist

Address
P.O. Box 1661
Balto., MD 21203-1661
RMM 05/18/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are)_____.

Debtor(s): TRADEWINDS MARINA, INC.

PROVIDENT BANK OF MARYLAND

Robert J. Palmer (Seal)
Robert J. Palmer, President

By: Richard C. Nettles (Seal)
Richard C. Nettles, Vice President
Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Please return Recorded Documents to:
Dennis R. Krugman/HQCM
PROVIDENT BANK OF MARYLAND
P.O. Box 1661
Baltimore, Maryland 21203-1661

Form No. 3440(3/87)

This Financing Statement covers:

- (a) All inventory manufactured, or distributed to the Debtor, by Celebrity Boats, Inc. and Aloha Yachts, Inc. and any of its successors and assigns, including, without limitation, all such boats, vessels or other watercraft of all types, classes, makes and models, together with all engines, motors, anchors, cable, tackle, rigging, equipment, accessories, parts and trailers now owned or hereafter acquired by the Debtor, as the same may now hereafter from time to time be constituted;
- (b) All cash and non-cash proceeds of any of the foregoing, including proceeds consisting of accounts receivable, chattel paper and insurance proceeds.

TRADEWINDS MARINA, INC.

Date: 4-14-88

BY: Robert J. Palmer
Robert J. Palmer, President

Ann
Arundel

BOOK 526 PAGE 592

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271027

RECORDED IN LIBER 521 FOLIO 281-282 ON 2/28/87 (DATE)

1. DEBTOR

Name COX CREEK REFINING COMPANY
Address FT. SMALLWOOD & KIMBO ROAD, P.O. BOX 3407, BALTIMORE, MARYLAND 21226

2. SECURED PARTY

Name LLOYDS INTERNATIONAL TRADING LIMITED
Address c/o LLOYDS INTERNATIONAL TRADING INC.
199 Water Street, New York, New York 10038, Attn: Catherine M. Lyng, Esq.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION
<div>RECORD FEE 10.00 #127440 CTTT R04 109423 05/16/87 POSTAGE .50 #127450 CTTT R04 109423 05/16/86</div>	

1630083

1630

PHM

Dated 4/22/88

LLOYDS INTERNATIONAL TRADING LIMITED

By: [Signature]
(Signature of Secured Party)
Neil Woodyer

Type or Print Above Name on Above Line

By: Thomas E. Lyons
Thomas E. Lyons

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 526 PAGE 593

FINANCING STATEMENT

272307

DATE: May 9, 1988

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Jerome J. Parks
24 Chesapeake Landing
Annapolis, MD 21403

ADDRESS:

NAME OF SECURED PARTY: ANnapolis Federal Savings Bank
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY: Limited Partnership Unit in the American Beeper Associates

RECORD FEE 11.00

POSTAGE .50

#127200 CT77 R04 109123

05/16/88

Rmk

DEBTOR(S):

Jerome J. Parks
(Company Name)

BY: *[Signature]*

BY: *[Signature]*

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *[Signature]*
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1.2

FINANCING STATEMENT

2723-3

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
Fish-N'-Barrell, Inc. Waterford Plaza, Ritchie Highway
Pasadena, Maryland 21122

6. Secured Party Address
Equitable Bank, National Association 100 S. Charles St.
Attention: Debra Grimm Baltimore, Maryland 21201
Documentation Assistant

RECORD FEE 11.00

RECORD TAX 350.00

POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Fish-N'-Barrell, Inc.

BY: Jeffrey Chevront, President (Seal) _____ (Seal)
BY: Kenneth Roberto, Vice President (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11
350
EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This
Statement refers to original Financial Statement, Identifying File Number 269762 recorded
518 6 September 21, 1987
in Liber _____, Folio _____ on _____ (date).

1. DEBTOR(S):

Name(s): St. Paul Computer Center, Inc.

Address(es): 300 Hospital Drive Suite #27

Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles St.

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. * With the filing of this amended statement recordation tax is being paid on additional debt of \$15,000.00. The Debtor certifies that with the filing of this statement or a duplicate of this statement, the recordation tax on the additional debt had been paid to Circuit Court of Anne Arundel County.
* Additional collateral to read as follows: see attached Schedule A

9. DEBTOR: St. Paul Computer Center, Inc. SECURED PARTY:

BY: Henry F. Hartlove, Treasurer

EQUITABLE BANK, National Association

By Denise Kerley
Denise Kerley
Assistant Vice President
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

10
105.50

SCHEDULE A

This Schedule A is attached to and made a part of a Amendment of Financing Statement by and between St. Paul Computer Center, Inc. (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION 8 Continued.

Add the additional collateral to read as follows:

1	Sperry Disc Drive	Serial #8470-00-1289
1	Sperry Disc Drive	Serial #8470-00-1299
1	Sperry Extension	
1	Sperry Disc Drive	#8470-4465
1	Sperry Disc Drive	#8470-4380
1	UDS 208 A/B MB	#5613
1	Sperry SVT 1120	#001138
1	Sperry SVT 1120	#013061
1	Sperry SVT 1120	#008574
1	OKI Date 192	#528A0086309
1	Hays 1200 Modem	#3672124668
1	Hays 1200 Modem	#4002124654
1	Emerald Tape System	#20068611
1	Emerald Tape System	#10128612
1	UDS 208 A/B MB	#5684
1	Sperry 115 Printer	#0113721-000

St. Paul Computer Center, Inc.

BY:  (SEAL)
Henry F. Hartlove, Treasurer

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271129

RECORDED IN LIBER 521 FOLIO 455 ON January 4, 1988 (DATE)

1. DEBTOR

Name EBS-Gussini, Inc., nka Gussini Stores, Inc.
Address 6940 A-C San Tomas Road, Route 100 Industrial Park
Elkridge, Maryland 21227

2. SECURED PARTY

Name The Huntington National Bank
Address 41 South High Street, Columbus, Ohio 43215
Beverlee Roberts, PORTER WRIGHT MORRIS & ARTHUR, 41 S. High St., Columbus, Ohio
Person And Address To Whom Statement Is To Be Returned If Different From Above. 43215

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: Termination (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#127690 1777 R04 T09:41
RAM 05/16/88

THE HUNTINGTON NATIONAL BANK

By: Anthony F. Salvatore
(Signature of Secured Party)

Dated _____

Type or Print Above Name on Above Line 15

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Theresa L. Black and Dana Jordan
Address 490 Patuxent Road, #63, Odenton, Maryland 21108

2. SECURED PARTY

Name THE BANK OF BALTIMORE
Address Baltimore and Charles StreetsBaltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 Liberty Leader Mobile Home, 70' x 14', Serial Number 08-L-56862

RECORD FEE 12.00

#127710 CITY NOV 10 1994

Rum

05/16/90

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)Theresa L. Black
(Signature of Debtor)Theresa L. Black
Type or Print Above Name on Above LineDana Jordan
(Signature of Debtor)Dana Jordan
Type or Print Above Signature on Above LineJuanita Hamilton
(Signature of Secured Party)Juanita Hamilton
Type or Print Above Signature on Above Line

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:
Corman Construction, Inc.
8111 Annapolis Junction Road, P.O. Box 160
Jessup, MD 20794-0160
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: _____
4. This Financing Statement covers the following types (or items) of property: (Describe)
One (1) New Hyster Model CRGN35TD-50R3A-T1 Trailer,
SN 1MRP0JNA6JC024574
One (1) New 1988 International F9370 Tractor, SN
Complete with all attachments, accessories, replacement
parts, repairs, additions and all proceeds thereof.
5. Check the lines which apply if any, and supply the information indicated:
☐ (If collateral is crops). The above described crops are growing or are to be grown on:
(describe real estate)

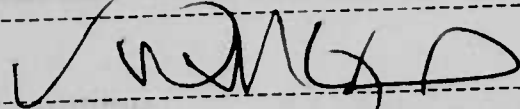
☐ (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

☒ (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
☐ (If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is ☐ is not ☒ (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____

Debtor(s):

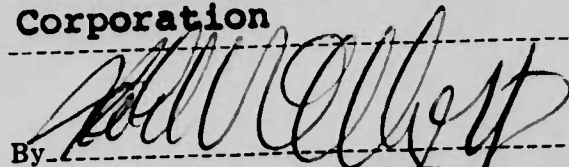
Corman Construction, Inc.



William G. Cox
President

Secured Party:

First Virginia Commercial Corporation



Harold V. Dellinger, II
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

1/50

RECORD FEE 11.00
POSTAGE .50
H127720 1777 NOV 10 1994
05/16/98
RDM

Form 8-1-87

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.

Date &

Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 233611

Date of Filing July 28, 1980 Record Reference Liber 427, folio 530

Maturity date (if any) August 1, 2010

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
LIPTON, Chester & Pamela		1733 Reynolds Street	Crofton	Maryland 21114

Name of Secured Party or assignee	No.	Street	City	State
Suburban Coastal Corporation		1410 Valley Road	Wayne	New Jersey 07470

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by the file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

RETURN TO:

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

Debtor(s) or assignor(s)

Anchor Mortgage Services, Inc., Successor by
Merger to Suburban Coastal Corporation.

(Seal)
(Corporate, Trade or Firm Name)

BY: Dennis Kuda, Asst. Vice President
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mail to

RETURN TO:
POTOMAC LAND TITLE COMPANY
11400 Rockville Pike #510
Rockville, Maryland 20852

PLTC#2786

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLANDFINANCING STATEMENT

277817

DATE: May 11, 1988

() Not Subject to Recordation Tax

(X) Subject to Recordation Tax of \$ 105.00
Taxable Amount of Debt \$ 15,000.00

NAME OF DEBTOR (S): MidAtlantic Security, Inc

ADDRESS: 2431 Crofton Lane
Crofton, MarylandNAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENTADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

Blanket Lien:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.RECORD FEE 11.00
RECORD TAX 105.00
TOTAL 116.00
#127520 CTTT R04 109126
05/16/88
RNM

DEBTOR(S):

MidAtlantic Security, Inc
(Company Name)

BY:

Patrick J. O'Haven, President

BY:

John C. Stamanto, Vice President

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

(Authorized Signature)

Paul R. O'Connell Vice President
(Type Name and Title)(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)11
105.00

**END
LIBER**